# **City of San Diego**

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S. Cochinwala / R. W. Bustamante /LJI









# FOR

# **MIRA MESA TRUNK SEWER IMPROVEMENT**

BID NO.:	K-19-1784-DBB-3	
SAP NO. (WBS/IO/CC):	B-16056	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	1, 6	
PROJECT TYPE:	JB	

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

- PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- > ELIGIBLE FOR JOINT VENTURE PREQUALIFICATION STATUS (see Instructions to Bidders)
- ➢ PREVAILING WAGE RATES: STATE ∑ FEDERAL
- > APPRENTICESHIP

# **BID DUE DATE:**

# 2:00 PM OCTOBER 23, 2018

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

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

#### **ENGINEER OF WORK**

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

1) Registered Engineer

9-13-18 Date



2/ For City Engineer

9/13/ 2018 Date

### **TABLE OF CONTENTS**

### SECTION

1.	NC	TIC	E INVITING BIDS	.4
2.	INS	STRU	JCTIONS TO BIDDERS	.6
3.	PEI	RFO	RMANCE AND PAYMENT BONDS1	6
4.	AT	TAC	HMENTS:	
	A.	SC	OPE OF WORK1	9
	Β.	PH	ASED FUNDING PROVISIONS	21
	C.	IN	TENTIONALLY LEFT BLANK	<u>2</u> 4
	D.	PR	EVAILING WAGES	25
	E.	SU	PPLEMENTARY SPECIAL PROVISIONS	31
		1.	Appendix A – Notice of Exemption / Notice of Right to Appeal	59
		2.	Appendix B - Fire Hydrant Meter Program7	74
		3.	Appendix C - Materials Typically Accepted by Certificate of Compliance	38
		4.	Appendix D - Sample City Invoice with Spend Curve	<del>)</del> 0
		5.	Appendix E - Location Map	<del>)</del> 3
		6.	Appendix F - Adjacent Projects	<del>)</del> 6
		7.	Appendix G – Contractor's Daily Quality Control Inspection Report	98
		8.	Appendix H - Sewer Mains and Manhole Rehabilitation Sample Data Templates 10	)1
		9.	Appendix I - Advanced Metering Infrastructure (AMI) Device Protection	)3
		10.	. Appendix J - Report Of Geotechnical Investigation11	0
		11.	. Appendix K – Sample of Public Notice15	51
	F.	IN	TENTIONALLY LEFT BLANK	53
	G.	CO	NTRACT AGREEMENT	54
5.	CEI	RTIF	ICATIONS AND FORMS	57

#### NOTICE INVITING BIDS

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **MIRA MESA TRUNK SEWER IMPROVEMENT.** 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: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,230,000**.
- 4. BID DUE DATE AND TIME ARE: October 23, 2018 at 2:00 PM.
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- **6. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classifications **A or C34 or C42**.
- **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	9.1%
2.	ELBE participation	13.2%
3.	Total mandatory participation	22.3%

- **7.2.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
  - **7.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
  - **7.2.2.** Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

#### 10. AWARD PROCESS:

- **10.1.** 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.
- **10.2.** 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.
- **10.3.** 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.
- **10.4.** The low Bid will be determined by the Base Bid.
- **10.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

#### 11. SUBMISSION OF QUESTIONS:

**11.1.** The Director (or Designee) of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. 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: Angelica Gil

OR:

AngelicaG@sandiego.gov

- **11.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **11.3.** 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.
- **11.4.** 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.

#### 12. PHASED FUNDING: For Phased Funding Conditions, see Attachment B.

#### INSTRUCTIONS TO BIDDERS

#### 1. **PREQUALIFICATION OF CONTRACTORS:**

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

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

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

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

#### 7. INSURANCE REQUIREMENTS:

- **7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **7.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <u>http://www.greenbookspecs.org/</u>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/publicworks/edocref/greenbook</u>	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 <u>https://www.sandiego.gov/publicworks/edocref/drawings</u>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – <u>http://www.dot.ca.gov/des/oe/construction-contract-</u> <u>standards.html</u>	2015	PWPI092816-05

Title	Edition	Document Number	
CALTRANS Standard Plans	2015	PWPI092816-06	
http://www.dot.ca.gov/des/oe/construction-contract- standards.html			
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <u>http://www.dot.ca.gov/trafficops/camutcd/</u>		PWPIO92816-07	
NOTE:         *Available         online         under         Engineering         Doc			

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

#### 12. SUBCONTRACTOR INFORMATION:

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

shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - 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.

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

- 12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY), DIR REGISTRATION NUMBER and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- **12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

#### 14. AWARD:

- **14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- **15. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 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.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- **17. 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.
- **18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

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

properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. 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.

**19.5.** 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**.

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

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

#### 21. BID RESULTS:

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

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

#### 22. THE CONTRACT:

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

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

#### 25. PRE-AWARD ACTIVITIES:

- **25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified 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.**
- **25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

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

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

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 <u>Six Million One Hundred Seventy Three Thousand Seven Hundred Seventeen Dollars and Zero</u> <u>Cents (\$6,173,717.00)</u> for the faithful performance of the annexed contract, and in the sum of <u>Six</u> <u>Million One Hundred Seventy Three Thousand Seven Hundred Seventeen Dollars and Zero</u> <u>Cents (\$6,173,717.00)</u> 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 November 16, 2018

Approved as to Form

Orion Construction Corporation

Principal

Richard Dowsing. President Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

Bv

Deputy City Attorney

Western Surety Company Surety By

Lawrence F(McNahon - Attorney-in-fact

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 \$ 40,997.00

Bond No. 30055612. Premium is for Contract Term & Subject to Adjustment Based on Final Contract Price

Mira Mesa Trunk Sewer Improvement Performance and Payment Bonds (Rev. Sept. 2018) 17 | Page

Approved:

By

Claudia Abarca **Deputy Director** Public Works Department

	RPOSE ACKNOWLEDGMENT Civil Code § 1189			
A notary public or other officer completing this certificate verifies only the identity of the individual who signed				
the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document. STATE OF CALIFORNIA				
	}			
County of San Diego	J			
On NOV 1 6 2018 before me, Janice R.				
Date Inser	t Name of Notary exactly as it appears on the official seal			
personally appeared Lawrence F. McMahon	Name(s) of Signer(s)			
JANICE R. MARTIN COMM. #2158852 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires JULY 29, 2020	who proved to me on the basis of satisfactory evidence to be the person(\$) whose name(\$) is/\$!!\$ subscribed to the within instrument and acknowledged to me that he/\$!!\$!!! executed the same in his/!!\$!!!!! and that by his/]!\$!!!!! person(\$), or the entity upon behalf of which the person(\$) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
Place Notary Seal Above	Witness my hand and official seal. Signature Signature of Nettary Public Janice R. Martin			
	PTIONAL			
Though the information below is not required by la and could prevent fraudulent removal ar	Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.			
Description of Attached Document				
Title or Type of Document:				
Document Date:				
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s)				
	Signer's Name			
Signer's Name:	Signer's Name: □ Individual			
Individual Corporate Officer — Title(s):				
Partner Limited General	Partner Limited General			
Attorney in Fact	100 March 100 Ma			
Trustee OF SIGNER	Trustee OF SIGNER			
Guardian or Conservator Top of thumb here	Guardian or Conservator Top of thumb here			
□ Other:				
Signer is Representing:	Signer is Representing:			
Surety Company				

# 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

#### Lawrence F Mc Mahon, Sarah Myers, Lilia De Loera, Janice Martin, Christopher J Conte, Rachel A Mullen, Individually

of San Diego, 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 17th day of January, 2017.

State of South Dakota County of Minnehaha



On this 17th day of January, 2017, 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 \$
E NOTARY PUPLIC A
SOUTH DAKOTA (SAA)
Summer Summer S

A J. Mohr, Notary Public

WESTERN SURETY COMPANY

Bruflat Vice President

#### CERTIFICATE



WESTERN SURETY COMPANY

. <u>Relson</u> L. Nelson, Assistant Secretary

#### Authorizing By-Law

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# ATTACHMENTS

# ATTACHMENT A

# **SCOPE OF WORK**

#### **SCOPE OF WORK**

- 1. Scope of work: Construction of Mira Mesa Trunk Sewer Improvement consists of replacement of 2,289.19 lf (0.43 miles) of existing 15 inch sewer mains, rehabilitation of 3,955.22 (0.75 miles) of 15, 21, 24 inch sewer mains, point repairs, installation of 574.53 lf (0.11 miles) of 8 inch sewer line collector with laterals, sewer manholes, sewer laterals and all other work and appurtenances shown on these specifications and drawings 39834-1-D through 39834-20-D.
  - **1.1.** The Work shall be performed in accordance with:
    - **1.1.1.** The Notice Inviting Bids and Plans numbered **39834-1-D** through **39834-20-D**, inclusive.
- ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is \$2,230,000.
- 3. LOCATION OF WORK: The location of the Work is as follows:

Mira Mesa Neighborhood. See Appendix E, Location Map.

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **317 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

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

#### BID NUMBER: K-19-1784-DBB-3

#### CONTRACT OR TASK TITLE: Mira Mesa Trunk Sewer Improvement

#### **CONTRACTOR: Orion Construction Corporation**

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	Bonds, Mobilization, Rehabilitation of Sewer Mains and Manholes. Sewer Mains replacement.	NTP	06-30-2019	2,711,525
2	Trunk Sewer replacement, Sewer Mains Installation, Laterals, Curb Ramps, Slurry Seal and Striping.	07-01-2019	NOC	3,462,192
			Contract Total	\$6,173,717

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**

#### CONTRACTOR

PRINT NAME: Octavio Chiquete\_\_\_\_\_ **Construction Manager** Signature: 🛈 Title: President 12/3/18 Date: Signature: 11/28/18 PRINT NAME: Cochinwala Sabeen Date: **Project Manager** Signature: Date:

Mira Mesa Trunk Sewer Improvement Attachment B - Phased Funding Provisions (Rev. Oct. 2017)

PRINT NAME: Richard Dowsing

# 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 <a href="http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>. 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 sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **1.7.** Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

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

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

#### **2-5.4.2 Asset Specific Red-lines.** To the "WHITEBOOK", ADD the following:

- 1. **Fiber Optic and WIFI Device Red-lines.** Fiber Optic and WIFI Device Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work. Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show the equipment locations and associated information for the following:
  - a) Locations and depths of underground utilities.
  - b) Revisions to the routing of piping and conduits.
  - c) Actual equipment locations.
  - d) Pull Boxes.
  - e) Electrical Meter, including meter address.
  - f) Items abandoned in place.

#### **2-7 SUBSURFACE DATA.** To the "WHITEBOOK", 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:
  - a) Report of Geotechnical Investigation located along Reagan Road in Mira Mesa by Kleinfelder Engineering.
- 5. The reports listed above are available for review by contacting the Contract Specialist or seeing **Appendix J.**

- **2-9.1 Permanent Survey Markers.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS (or the private owner for Permit Work) shall perform the following:
    - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
    - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
    - c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

## 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 the project. See **Appendix F** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
    - a) Asphalt Resurfacing Group 1902, Chris Hudson Project Manager, phone number 619-527-8081
- **2-15 TECHNICAL STUDIES AND DATA.** To the "WHITEBOOK", ADD the following:
  - 3. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
    - a) Report of Geotechnical Investigation along Reagan Road dated April 4, 2018 by Kleinfelder.
  - 4. The reports listed above are available for review by contacting the Contract Specialist or seeing **Appendix J.**

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

#### **SECTION 3 – CHANGES IN WORK**

- **3-3.2.3 Markup.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
  - 2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

- 3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
- 4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
  - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost.
  - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
  - c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
  - d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.
- **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.

## ADD:

## 3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

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

- **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:
  - You shall submit your list of proposed substitutions for an "equal" item 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**

- **5-1.1 General. To the "WHITEBOOK"**, ADD the following:
  - 9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.
- **5-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
  - g) Refer to **Appendix I** 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 5, 9, and 22, DELETE in its entirety and SUBSTITUTE with the following:
  - 5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, "Construction Schedule" to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.
  - 9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
  - 22. With every pay request, submit the following:
    - a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
    - 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 Appendix D – Sample City Invoice with Spend

**Curve** 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. See "Cash Flow Curve Fitting Example" at the location below:

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

- **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 as provided here:
    - a) Breeding season from February 15 to September 15 for the portion of the project adjacent to the MHPA (the intersection of Westmore Road and Montongo Street).
    - b) Resurfacing Moratorium from 4/18/2016 to 4/18/2019 in the intersection of Valdosta Avenue and Reagan Road.

## 6-2.2 Time Restrictions.

- 1. Work time restriction apply on any day that school is in session.
- 2. Work must stop during the work restrictions and can begin after the work restriction; this includes but is not limited to: patch up any sidewalk work necessary to provide full pedestrian access on sidewalks, provide a safe crossing and any other items as direction by the Resident Engineer. The work restrictions for Challenger Middle School that is within the project limits will be in place during the following general times:
- 3. Between 7:00 A.M. and 7:30 A.M. and 1:40 P.M. and 2:10 P.M. Monday through Friday.
- 4. Between 7:00 A.M. and 7:30 A.M. and 12:05 P.M. and 12:35 P.M. on a minimum day bell schedule.

## ADD:

## 6-3.2.1.1 Environmental Document.

- The City of San Diego has prepared a Notice of Exemption for Mira Mesa Trunk Sewer Improvement, Project No. B-16056, as referenced in the Contract Appendix. You shall comply with all requirements of 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.

## **6-3.2.3 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.
- **6-3.2.3.1 PAYMENT.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The full compensation for the Paleontological monitoring program and report preparation, as described in the Contract Appendices, shall be included in the Lump Sum or Linear Foot Bid item for "**Paleontological Monitoring Program**" and shall include the payment for Work performed on laterals and other services, such as potholing and other trenching. No payment shall be made unless the qualified paleontologist is present to verify during the performance of the Work.

## **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 **35 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:

Limits of Liability
\$2,000,000
\$2,000,000
\$1,000,000
\$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.
- **7-3.3 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, 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. The Designated Construction Project General Aggregate Limit 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, 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.
- **7-3.6 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.

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

- 1. For Contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
- 2. You shall ensure the following:
  - a) The policy retroactive date is on or before the date of commencement of the Project.
  - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

- 3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
  - a) Certify this to the City in writing and
  - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.
- **7-4 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:

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which 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.
- **7-5 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:
  - 2. The City will obtain, at no cost to you, the following permits:
    - a) To Do Work on Private Property at 11079 Blythe Road, San Diego, Ca. 92126

## 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**.
- **7-13.4 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 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.
- **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.
- **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	60% min.
ASTM D244	Distillation	00% mm.
Quality Tests for Residue	Test	Requirements
AASHTO T49	Penetration at	40% 00%
ASTM D2397	77° F (25° C)	40% - 90%

- 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)

Specification Limits		
1.15 ± .05		
35.0 Maximum		
55.0 Maximum		
6.0 Maximum		
10.0 Maximum		
3.0 Maximum		
40 Minimum		

#### **CRUMB RUBBER CHEMICAL PROPERTIES SPECIFICATION**

#### TABLE 203-5.6.2 (B)

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

#### **CRUMB RUBBER GRADATION REQUIREMENTS**

#### 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).

TABL	.E 203	-5.6.2	(E)
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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)

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%

#### TYPE II SLURRY SEAL GRADATION

#### TABLE 203-5.6.3 (C)

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%

#### **TYPE III SLURRY SEAL GRADATION**

- 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.

Test	Description	Specification
ISSA T-106	Slurry Seal Consistency	Pass
ISSA TB-109	Excess Asphalt	50 grams/ft <sup>2</sup> maximum
ISSA TB-100 (Type l)	The Wet Track Abrasion	50 grams/ ft² maximum
ISSA TB-100 (Type ll)	The Wet Track Abrasion	60 grams/ ft² maximum
ISSA TB-100 (Type III)	The Wet Track Abrasion	60 grams/ ft² maximum
ISSA TB-113	Mixing Time	Controllable to 150 seconds minimum
ISSA TB-114	The Wet Stripping	Pass

TABLE 203-5.6.4

- 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 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:

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12"	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork	(300 mm) below pavement subgrade or ground surface	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).

## TABLE 217-2.2

box exterior per hour). Trench backfill	Overexcavation	, , , , , , , , , , , , , , , , , , , ,	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.
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## 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	
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.

## SECTION 304 - METAL FABRICATION AND CONSTRUCTION

- **304-5 PAYMENT.** To the "WHITEBOOK", REVISE section "**304-5**" to "**304-6**".
- **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.
  - 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 or1/2 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.

- **306-15.2 Shoring and Bracing.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The Bid item for "Trench Shoring" shall include full compensation for furnishing, installing, maintaining, and removing all sheeting, shoring, or bracing for any conditions encountered that require shoring including the preparation of engineered Shoring Plans in accordance with 7-10.4.2.2, "Shoring Plan". No additional payment shall be made.
- **306-17.2 Payment.** To the "WHITEBOOK", items 1 through 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The payment for constructing each new sewer lateral and cleanout and for connecting to the main shall be included in the Bid item for "Sewer Lateral and Cleanout" and shall include the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.
    - a) The payment for the plugging, monitoring, and testing of the new sewer main shall be included in the Bid item for the new sewer main.
  - 2. The payment for sewer lateral cleanouts, including the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer, shall be included in the Bid item for "Sewer Lateral and Cleanout" unless a bid item has been provided for each "Sewer Lateral Cleanout".
  - 3. The payment for each cleanout at the end of the sewer main shall be included in the Bid item for "Sewer Main Cleanout" and shall include the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.

#### 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".
- **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 removal and 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 REHABLITATION

- **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).

 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.
- **601-6 PAYMENT.** To the "WHITEBOOK", item 5, ADD the following:
  - e) The payment for furnishing, installing, programming, maintaining, and removing City approved temporary video or radar detection systems as specified in 601-1, "GENERAL" shall be included in the Bid item for each "Temporary Detection System" required at each intersection.

## **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", 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".

## 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)

# SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

# **APPENDIX A**

# NOTICE OF EXEMPTION / NOTICE OF RIGHT TO APPEAL
(Check one or both)

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

**Project Name:** Mira Mesa Trunk Sewer Improvement

Project No. / WBS No.: B-16056.02.02

**Project Location-Specific:** Segments of Zapata Ave, Avienda del Gato, Blythe Rd, Westbury Ave, Reagan Rd, Westmore Rd, Montongo St, Amantha Ave, within the Mira Mesa Community Planning Area (Council District 6)

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

**Description of nature and purpose of the Project:** The project would include: rehabilitation of approximately 3,758.75 feet of 15, 21 and 24-inch of vitrified clay pipe (VC) due to minor cracks, holes and roots. It also includes upsizing 1,951.85 feet of 15-inch to 18-inch pipe, replacing 337.34 feet of 15-inch pipe. Installation of 572.98 feet of 8-inch new main on Westbury Avenue and Blythe Road. The construction of sewer main involves excavating a three-foot wide trench. Trench will be from 5 feet to 35 feet in depth. Pipeline trench depths are at Reagan Road 20 - 35 feet.

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

**Name of Person or Agency Carrying Out Project:** Natalie de Freitas, 525 B Street, Suite 750, San Diego, CA, 92101, (619) 533-4603

Exempt Status: (CHECK ONE)

- () Ministerial (Sec. 21080(b)(1); 15268);
- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- () Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: 15301 (Existing Facilities)
- () Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 - (Existing Facilities) which allows for the repair and maintenance of existing public utilities; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Natalie de Freitas

Telephone: (619) 533-4603

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a notice of exemption been filed by the public agency approving the project? ( ) Yes ( ) No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

Carrie Purcell, Assistant Deputy Director

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

.

Date Received for Filing with County Clerk or OPR:



THE CITY OF SAN DIEGO

# Date of Notice: March 15, 2018 NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

#### **PUBLIC WORKS DEPARTMENT**

WBS No. B-16056.02.06

#### PROJECT NAME/NUMBER: MIRA MESA TRUNK SEWER IMPROVEMENT

COMMUNITY PLAN AREA: Mira Mesa

**COUNCIL DISTRICT:** 6

11

**LOCATION:** Segments of Zapata Ave, Avienda del Gato, Blythe Rd, Westbury Ave, Reagan Rd, Westmore Rd, Montongo St, Amantha Ave

**PROJECT DESCRIPTION:** The project would include: rehabilitation of approximately 3,847.1 feet of 15, 21 and 24-inch of vitrified clay pipe (VC) due to minor cracks, holes and roots. It also includes upsizing 1,951.85 feet of 15-inch to 18-inch pipe, replacing 337.34 feet of 15-inch pipe. Installation of 588.41 feet of 8-inch new main on Westbury Avenue and Blythe Road. The construction of sewer main involves excavating a three-foot wide trench. Trench will be from 5 feet to 35 feet in depth. Pipeline trench depths are at Reagan Road 20 - 35 feet.

#### ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

**ENVIRONMENTAL DETERMINATION:** Categorically exempt from CEQA pursuant to CEQA State Guidelines, Section 15301 - (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Public Works Department

**STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:** The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 - (Existing Facilities) which allows for the repair and maintenance of existing public utilities; and where the exceptions listed in Section 15300.2 would not apply.

CITY PROJECT MANAGER:
MAILING ADDRESS:
PHONE NUMBER:

Natalie de Freitas 525 B Street, Suite 750, San Diego, CA 92101 (619) 533-4603 On March 15, 2018 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (March 29, 2018). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD				
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Removed	APR	022	018	
Posted by	Ref	<u>A.</u> C.	hele	

## **APPENDIX B**

## FIRE HYDRANT METER PROGRAM

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

## 1. **PURPOSE**

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

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

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

#### Reference

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

#### 3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT		EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	<b>PAGE 2OF</b> 10	October 15, 2002
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT		EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	<b>PAGE 3OF</b> 10	October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT	DI 55.27	Water Department EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM	<b>PAGE 4OF</b> 10	October 15, 2002
(FORMERLY: CONSTRUCTION METER PROGRAM)		0010001 13, 2002
)	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

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

## Process for Issuance

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT		EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	<b>PAGE 50F</b> 10	October 15, 2002
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT		EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	<b>PAGE 6OF</b> 10	October 15, 2002
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT		<b>EFFECTIVE DATE</b>
	<b>PAGE 70F</b> 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

for removal of the meter.

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

## 5. **EXCEPTIONS**

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

## 6. **MOBILE METER**

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER DI 55.27	<b>DEPARTMENT</b>
DEPARTMENT INSTRUCTIONS SUBJECT	DI 55.27	Water Department EFFECTIVE DATE
SUBJECT	<b>PAGE 80F</b> 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT	<b>PAGE 90F</b> 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

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

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

## 8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

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

Water Department Director

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

#### APPENDIX

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

Chry of San Diego Application f	or Fire (EX	HIBIT A)					
PUBLIC UTILITIES Hydrant Met	er	NS REQ	(For Office Use C				
-		DATE	BY	C#			
METER SHOP	(619) 527-7449						
Meter Information		Application Date	Reque	ested Install Date:			
Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. I	Map Location or Cons	truction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B.</u> (CITY USE)			
Specific Use of Water:				and the second state of th			
Any Return to Sewer or Storm Drain, If so , explain:							
Estimated Duration of Meter Use:			Check	Box if Reclaimed Water			
Company Information				n en en sen en e			
Company Name:	anta Antonia kaominina amin'ny fisiana amin'ny fisiana amin'ny fisiana		na na na serie a construit de la serie				
Mailing Address:							
City: State	e: Z	lip:	Phone: (	)			
*Business license#	*Con	tractor license#		• • • • • • • • • • • • • • • • • • •			
A Copy of the Contractor's license OR Business	License is requi	red at the time	of meter issua	ince.			
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: (	)			
Site Contact Name and Title:			Phone: (	<u>.</u>			
Responsible Party Name:			Title:				
Cal ID#			Phone: (	)			
Signature:	Da	ate:		···			
Guarantees Payment of all Charges Resulting from the use of this Me	ter. Insures that employ	ees of this Organization	understand the pro	per use of Fire Hydrant Meter			
	÷						
Fire Hydrant Meter Removal Requ							
	ŕ	Requested R	emoval Date:	Ĩ			
Provide Current Meter Location if Different from Above:		,					
Signature:		Title:		Date:			
Phone: ( ) Pager: ( )							
City Meter Private Meter							
Contract Acct #:	Deposit Amount:	\$ 936.00	Fees Amount:	\$ 62.00			
Meter Serial #	Meter Size:	)5	Meter Make ar	nd Style: 6-7			
·			Backflow	н			

Backflow Size:

Signature:

Backflow #

Name:

Make and Style:

Date:

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

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

Note:

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

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

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Water Department

## APPENDIX C

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

## APPENDIX D

## SAMPLE CITY INVOICE WITH SPEND CURVE

#### City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

#### Contractor's Name:

Contractor's Address:

Contractor's Phone #: Contractor's fax #: Contact Name: Invoice No. Invoice Date:

Billing Period: ( To )

Item #	Item Description		Contract	Authoriza	ation		Previo	us Tota	als To Date	Т	nis Estimate	Tota	ls to Date	
	•	Unit	Price	Qty		Extension	%/QTY		Amount	% / QTY	Amount	% / QTY		ount
1					\$	-		\$	-		\$ -	0.00	\$	-
2					\$	-		\$	-		\$ -	0.00%	\$	-
3					\$	-		\$	-		\$ -	0.00%	\$	-
4					\$	-		\$	-		\$ -	0.00%	\$	-
5					\$	-		\$	-		\$ -	0.00%	\$	-
6					\$	-		\$	-		\$ -	0.00%	\$	-
7					\$	-		\$	-		\$ -	0.00%	\$	-
8					\$	-		\$	-		\$ -	0.00%	\$	-
5					\$	-		\$	-		\$ -	0.00%	\$	-
6					\$	-		\$	-		\$ -	0.00%	\$	-
7					\$	-		\$	-		\$ -	0.00%	\$	-
8					\$	-		\$	-		\$ -	0.00%	\$	-
9					\$	-		\$	-		\$ -	0.00%	\$	
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	Total Authorized Amo	unt (inclu	uding approved Chan	ge Order)	\$	-		\$	-		\$ -	Total Billed	\$	-
	SUMMARY	•		<i>.</i>			1							
	A. Original Contract Amount		\$-	Ιc	certify	that the materia	ls	Retention and/or Escrow Payment Schedule						
	B. Approved Change Order #00 Thru #00	\$ -	hav	ve bee	en received by me	in	Total	Retention Re	quired as o	of this billing (Iter	n E)		\$0.00	
	C. Total Authorized Amount (A+B)	\$ -	the qı	ıality	and quantity spe	cified	Previous Retention Withheld in PO or in Escrow						\$0.00	
	D. Total Billed to Date \$-							Add'I Amt to Withhold in PO/Transfer in Escrow:						\$0.00
	E. Less Total Retention (5% of D)		\$ -		Res	ident Engineer		Amt t	o Release to	Contracto	or from PO/Esc	row:		
	F. Less Total Previous Payments		\$ -											
	G. Payment Due Less Retention		\$0.00		Const	ruction Engineer								
	H. Remaining Authorized Amount		\$0.00					Contr	actor Signatu	re and Dat	e:			

## Sample Project Spend Curve

#### Sample Date Entries Required

Incremental Curve Value	0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
Duration % Increment	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

#### Sample Screenshot from Primavera P6



## **APPENDIX E**

## LOCATION MAP



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94 | Page



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## **APPENDIX F**

## ADJACENT PROJECTS





# The City of **SANDIEGO**

# Asphalt Resufacing Group 1902

# WBS-B18135

Asphalt Resurfacing Group 1902

This project is currently in planning. The street slection depicted for B18135 Asphalt Resurfacing Group 1902 is subject to change.







Every reasonable effort has been made to assure the accuracy of this map. SanGIS does not assume any liability arising from its use.

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08/01/2018

## APPENDIX G

## CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

## Appendix G

#### City of San Diego Asphalt Concrete Overlay

## **Contractor's Daily Quality Control Inspection Report**

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

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

Location and nature of defects:

	1	
	2	
	3	
Remed	ial and Corrective Actions taken or proposed for Engi	neer's approval:
	1	
	2	
	3	
Date's	City Laboratory representative was present:	
	1	
	2	
	3	
Verifie	d the following:	Initials:
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	
Deviati	ons from QCP (see attached)	
Quality	Control Plan Administrator's Signature:	Date Signed:

## **APPENDIX H**

#### SEWER MAINS AND MANHOLE REHABILITATION SAMPLE DATA TEMPLATES

## **REHAB DATA COLLECTION - SEWER MAINS**

65112	8/22/2006	312	8		2.10				
			0	/	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES, LP	RIBLOC	EXAMPLE - Leave
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## **APPENDIX I**

## ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

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

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. <u>All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.</u>

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

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

A. Endpoints, see Photo 1:



Photo 1

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



Photo 2

Network Devices, see Photo 3:




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



## Photo 4

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

# The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.



# Photo 5

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



## Photo 6

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



# Photo 7

Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.** 

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

# Photo 8



# **Network Device**

## Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

## APPENDIX J

**REPORT OF GEOTECHNICAL INVESTIGATION** 



April 4, 2018 Kleinfelder Project No: 20170893.027A

Ms. Sabeen Cochinwala **City of San Diego Public Works Department** 525 B Street, Suite 750 San Diego, California 92101

#### SUBJECT: Report of Geotechnical Investigation Mira Mesa Trunk Sewer Improvements Reagan Road, Mira Mesa San Diego, California

Dear Ms. Cochinwala

This report presents the results of our geotechnical investigation for proposed trunk sewer improvements located along Reagan Road in the Mira Mesa neighborhood in San Diego, California. The existing trunk sewer and associated access manholes in this section are proposed to be removed and replaced with a larger pipeline. The replacement section, which is property of the City of San Diego, is located beneath the asphalt-paved Reagan Road, north of the intersection of Reagan Road and Westmore Road, and is located approximately 30 to 36 feet below existing ground surface.

The purpose of the geotechnical investigation was to characterize the subsurface soil and groundwater conditions at two locations in support of project design and construction. A detailed description of the proposed project and the results of our field investigation, laboratory testing, geotechnical analyses, and our conclusions and recommendations are given in the following sections.

#### PROJECT DESCRIPTION

The portion of the City of San Diego trunk sewer addressed in this report consists of an existing approximate 900-foot-long by 15-inch-diameter vitrified clay (VC) pipe beneath Reagan Road. The pipe replacement extends along Reagan Road from the intersection of Westmore Road to just north of Peach Point Avenue, see Figure 2, Existing Site Conditions and Boring Location Map. The existing sewer line is approximately 30 to 36 feet below current ground surface and is accessed via two deep manholes located near the intersections of Reagan Road with Westmore Road and just north of Peach Point Avenue.

The pipeline is proposed to be replaced in place with an approximate 18-inch-diameter pipe. Existing manholes will be replaced with 7-foot-diameter circular manholes with 36-inch-diameter access lids. However, potential utility conflicts may result in the use of rectangular vaults. Due to the depth of the replacement section below grade, open-trench installation techniques concurrent with temporary excavation support will be required for the replacement of the trunk sewer.

#### SCOPE OF SERVICES

Our scope of services included completing two exploratory borings, conducting associated laboratory testing on soil samples, and preparation of this geotechnical report. Specifically, our scope of work consisted of the following:

- Description of the site and proposed construction;
- Boring location map showing the approximate location of each boring;
- Logs for each boring showing:
  - Approximate elevation of ground surface;
  - Location of groundwater table (if encountered);
  - Number, type, and location of samples;
  - Visual classification of each soil strata;
- Laboratory test results;
- Description of encountered subsurface conditions;
- Preparation of a geologic profile along the alignment depicting the subsurface conditions;
- Evaluation of potential geologic hazards;
- Preliminary corrosive soil screening;
- Recommendations for temporary excavation support design and construction; and
- Recommendations for proposed manhole structures.

#### FIELD INVESTIGATION

Our field investigation consisted of drilling and sampling two borings, designated as B-1 and B-2, using sonic drilling techniques. Boring B-1 was located near the intersection of Reagan Road and Westmore Road and boring B-2 was located north of the intersection of Peach Point Avenue and Reagan Road. The approximate locations of the borings are shown on Figure 2.

The borings were drilled near the approximate locations of the proposed replacement manholes and locations were adjusted for rig access, existing utility locations, and traffic control. Borings B-1 and B-2 were drilled to depths of approximately 40 feet below ground surface (bgs).

Drilling was performed by Cascade Drilling of Santee, California using a Spyder 2 Sonic Drill Rig. The near surface soils of the boreholes were advanced by a manual hand auger to clear the potential presence of shallow utilities, however, due to the presence of cobbles in the subsurface materials, hand augering could not advance more than 2½ and 2¾ feet in the boreholes.

A Kleinfelder geotechnical engineer supervised the field operations and logged the borings. Selected bulk and grab samples retrieved from the borings were transported to our San Diego laboratory for further evaluation. Additional descriptions of the field exploration program and the logs of borings are presented in Appendix A.

## **GEOLOGY AND SUBSURFACE CONDITIONS**

#### **Regional Geology**

The project site is situated within the coastal portion of the Peninsular Ranges Geomorphic Province. This geomorphic province encompasses an area that extends approximately 900 miles from the Transverse Ranges and the Los Angeles Basin, south to the southern tip of Baja California (Mexico), and varies in width from approximately 30 to 100 miles (Norris and Webb, 1990). The province is characterized by mountainous terrain on the east composed mostly of Mesozoic igneous and metamorphic rocks, and relatively low-lying coastal terraces to the west underlain by late Cretaceous, Tertiary, and Quaternary-age sedimentary rocks. The sedimentary deposits are configured in a wedge-shaped mass which thickens to the west across the coastal plain area of San Diego that generally extends between the eastern foothills and the coastline. The sediments are comprised of a variety of claystones, siltstones, sandstones, and conglomerates.

The most recent sedimentary deposits consist of early to late Pleistocene-age near-shore marine, estuarine, and delta deposits, also typically identified as terrace deposits. Most of these sediments were deposited on wave-cut surfaces (terraces) developed in response to sea level fluctuations during the Pleistocene. The oldest terrace deposits have been identified in the past as the Lindavista Formation and consist of conglomerate and sandstone with minor clay and silt strata. The youngest terrace deposits have been identified in the past as the Bay Point Formation. More recent geologic maps (Kennedy and Tan, 2008), however, have subdivided the Lindavista Formation and the Bay Point Formation into numerous sub-terrace units deposited during different time intervals through the Pleistocene. These units are now identified as the very old paralic deposits (Qvop1 – Qvop13) which were previously grouped into the Lindavista Formation. The regional geologic map identifies very old paralic deposits (Qvop8) underlain by Eocene-age Stadium Conglomerate bedrock material within the site vicinity (Kennedy and Tan, 2008). The regional geology of the project area is depicted on the Regional Geologic Map on Figure 3.

Based on our subsurface investigation, shallow fill materials were likely placed during development of the residential neighborhood at our project site and the Stadium Conglomerate directly underlies these fill materials. Very old paralic deposits (Qvop8) were not encountered within either of our borings. It was likely relatively thin throughout this area of Mira Mesa prior to grading and may have been stripped off during the earthwork operations.

#### Subsurface Conditions

Artificial fill placed during construction of the residential area within the site vicinity is present below the existing pavement surface. The fill is underlain by Eocene-age Stadium Conglomerate bedrock materials. Descriptions of the subsurface materials encountered in the borings are provided in the subsequent sections, and the subsurface geologic conditions are depicted on the geologic cross-section on Figure 4.

Page 3 of 9

## Artificial Fill (af)

The borings encountered 4 inches of asphalt over 5 inches of aggregate base at boring B-1 and 2 inches of asphalt over 3 inches of aggregate base at boring B-2. Below the surficial asphalt sections, artificial fill was encountered in boring B-1 to a depth of approximately 1½ feet below ground surface (bgs), or to approximate elevation +417.5 feet MSL, and to a depth of 2 feet bgs in boring B-2, or to approximate elevation +422.5 feet MSL. The fill was comprised of dark yellowish brown sandy clay.

#### Stadium Conglomerate (Tst)

Eocene-age Stadium Conglomerate was encountered during our investigation below the artificial fill materials at depths of 1½ to 2 feet bgs. The encountered Stadium Conglomerate generally consisted of a cobbly conglomerate with a clayey or silty sandstone matrix. Photographs of the Stadium Conglomerate from the retrieved borehole samples are shown in Appendix C. Based on geologic maps, the conglomerate primarily contains volcanic and volcanoclastic rocks as well as quartzite cobbles. The cobbles were observed to range from approximately 3 to 6 inches in size, however, it should be noted that cobbles and boulders up to 18 inches are often contained within the Stadium Conglomerate. Drilling conditions of the Stadium Conglomerate were observed to be stiff to very stiff and generally increased in difficulty with depth. Sandy layers with minimal gravel and cobble clasts are layered throughout this unit.

#### Groundwater

Groundwater was not encountered in either of our borings to a maximum depth of 40 feet below grade, or approximate elevation +384.5 ft MSL. However, it is possible that perched groundwater may be encountered during construction, particularly within a few feet of contact zones, i.e. near the contact between the fill and Stadium Conglomerate.

#### **GENERAL CONCLUSIONS**

Based on the results of our field investigation and our review of the proposed project construction, it is our professional opinion that the proposed trunk sewer improvements are feasible from a geotechnical standpoint. We understand that the trunk sewer and associated manholes will be replaced using open-trench installation techniques. Due to the depth of the sewer, temporary shoring and excavation support for the installation of the proposed improvements will be required.

The following sections present our analyses of potential geologic hazards and our recommendations regarding the geotechnical aspects of the proposed trunk sewer improvement installations.

#### POTENTIAL GEOLOGIC HAZARDS

Based on the results of our review of regional geologic data and borings completed to date, the project site has a low potential for fault surface rupture since no fault traces have been known to cross the site. Additionally, the potential for landslides and slope instability is low due to the gently sloping ground and the favorable geologic structure at the site as mapped by the 2008 City of San Diego Seismic Safety Study. Seismically-induced liquefaction and seismic settlement potential are also considered low due to the dense nature of the Stadium Conglomerate.

Page 4 of 9

#### **SEWER MANHOLES**

Based on the depth of the manhole structures and results of our subsurface investigation, the manhole structures will bear in the Stadium Conglomerate. We recommend the manholes bearing on the Stadium Conglomerate be designed using an allowable bearing pressure of 4,000 psf. This value may be increased by one-third for short-term loads such as those due to seismic forces. An at-rest lateral earth pressure, in terms of an equivalent fluid weight, of 55 pcf may be used for design of the manhole structures. Surcharge loading due to traffic loads should be added to the earth pressures.

All manhole excavations should be cleaned of all loose materials, debris, and/or ponded water prior to placement of the manhole structure. The manhole excavations should be observed by a representative from Kleinfelder to check that the subsurface conditions are consistent with those contained in this report and loose material has been removed.

#### ANTICIPATED EXCAVATION CHARACTERISTICS

The soil conditions at the site primarily consist of shallow fill materials overlying the Stadium Conglomerate. The cementation and cobble content of the Stadium Conglomerate will likely require strong effort using conventional heavy-duty excavation equipment. If necessary, portions of the moderately to strongly cemented Stadium Conglomerate can likely be ripped using conventional excavators fitted with ripping teeth, or pneumatic hammers. Special handling of oversized material encountered during excavation of the Stadium Conglomerate should be anticipated.

If soil and groundwater conditions are encountered during construction that differ from those described herein, Kleinfelder should be notified to review the conditions encountered and to provide supplemental recommendations, if necessary.

#### PIPE BEDDING AND TRENCH BACKFILL

Pipe bedding should consist of granular material having a Sand Equivalent value of at least 30. The sand should be placed in a zone that extends a minimum of 3 inches below and 12 inches above the pipe for the fill trench width. The bedding material should be compacted by mechanical means to a minimum of 90 percent of the maximum dry density. Trench backfill above the pipe bedding may consist of approved, on-site or imported soils placed in lifts no greater than 8 inches in loose thickness. Trench backfill should be compacted to at least 90 percent of the maximum dry density at an optimum moisture content between optimum and 2 percent above optimum content. Backfill should not contain particles over 3 inches in size, so oversize materials from the onsite materials should be removed. Sand/cement slurry is an acceptable alternative to soil backfill, provided it contains a minimum of 2 sacks of cement per cubic yard of sand.

Additional fill lifts should not be placed if the previous lift did not meet the required minimum dry unit weight and/or optimum moisture content range, if soil conditions are observed to be unstable, or if water, debris, or other deleterious material is present in the excavation. Water used in construction or from rainfall or surface runoff should not be allowed to pond in excavations. Backfill materials should be brought up at substantially the same rate on both sides of the pipe. Reduction of the lift thickness may be necessary to achieve the above recommended compaction. Hand-operated compaction equipment may be necessary to compact material around the pipe.

## **GUIDELINES FOR TEMPORARY EXCAVATIONS**

#### **Excavation Safety**

All excavations must comply with applicable local, state, and federal regulations including the current OSHA Excavation and Trench Safety Standards. The maximum vertical height for an unbraced excavation is approximately 4 feet. If stability of an excavation becomes questionable during construction, the excavation should be evaluated promptly by the contractor's responsible person.

The recommendations provided in the following sections are provided as a service to our client for information only. Construction site safety is the sole responsibility of the Contractor who shall also be solely responsible for the means, methods, and sequencing of all construction operations.

#### **Temporary Excavation Support**

Due to site constraints and the depth of the trunk sewer and access manholes, temporary shoring and excavation support will be required for installation of the proposed improvements. Temporary excavation support systems consisting of prefabricated strut and/or waler systems manufactured from aluminum or steel, timber shoring with a strut and/or waler system, or stacked trench boxes are typical for support systems used in utility trench installations. The temporary excavation support system should be selected, designed, and installed by a specialty contractor licensed in the state of California in accordance with all applicable local, state, and federal regulations, including all applicable OSHA regulations.

Lateral earth pressures used in the design of excavation support systems that are unrestrained at the top should be calculated using an active equivalent fluid weight of 35 pcf. For braced excavations, a rectangular pressure distribution equal to 22H in pounds per square foot is recommended, where H is the height of the braced excavation. Temporary and permanent surcharge loading due to traffic loads, construction equipment, and/or stockpiles should be considered while designing the excavation support.

A site survey prior to and during excavation should be conducted by the contractor in order to verify if any surface movements are occurring. Selected points along the top of the excavation, adjacent street, and sidewalk surfaces should be surveyed for potential horizontal and vertical movement. A survey frequency of no more than weekly should be conducted, but if any movement is detected, the survey should be conducted more frequently to evaluate if any corrective action is necessary.

We recommend that contractors be pre-qualified and highly experienced in deep shoring design and construction and that construction monitoring and quality control be implemented during shoring installation. The contractor should carefully review the boring logs in this report and perform their own assessment of potential construction difficulties. We recommend that the contractor's selected method of construction be evaluated by the geotechnical and structural engineers prior to construction to verify that the installation method is consistent with the design assumptions.

Existing underground utilities, including other pipelines and other infrastructure installations, are present near the sewer alignment. Fill soils associated with these improvements may exist that may require special attention during excavation to avoid undermining and damage to existing

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facilities. Additionally, the Stadium Conglomerate consists of gravel and cobbles within the sandstone matrix. Soil particles of this size may be difficult to excavate and care should be taken to prevent undermining of the excavation and side walls and to provide a stable excavation bottom to uniformly support the proposed improvements.

#### **Temporary Slopes**

If shallow excavations (less than 20 feet in depth) are required at the site and sufficient space exists for temporary construction slopes, we recommend that temporary construction slopes be no steeper than the OSHA "Soil Type B" slope; which is a 1½ to 1 horizontal to vertical slope inclination. This slope inclination is used for planning purposes and should be evaluated for field conditions during excavations for temporary slopes.

If temporary slopes are left open for extended periods of time, exposure to weathering or rain events could have detrimental effects to the stability of the slope, such and sloughing. Care should be taken to prevent temporary construction slopes from potential weathering or erosion.

Slope height and inclinations should be in accordance with OSHA guidelines and should in no case exceed those specified in local, state, and/or federal safety regulations (e.g., OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926, or successor regulations).

#### PROTECTION OF EXISTING UTILITIES

The approximate locations of known existing utilities are provided on the project improvement plans. Based on these plans, we understand that there are several existing utilities, such as water, gas, electric, sewer, and telecommunication lines, that are present in the vicinity of the proposed trunk sewer replacement section. The locations and elevations shown on the plans are approximate. Therefore, field location of underground utilities near the alignment needs to be performed prior to excavation. The utilities should be protected by the Contractor so as to not be impacted by the pipeline installation. Care should be taken during the trunk sewer excavations to avoid removing support for any existing buried utilities that are to remain in place.

Furthermore, it should be noted that overhead utilities are located in the site vicinity. Construction equipment should not interfere with existing overhead utilities. Sufficient overhead clearance should be assured prior to use of construction equipment at the site.

#### PRELIMINARY CORROSIVE SOIL SCREENING

Preliminary laboratory corrosive soil screening of the on-site soils was performed on a deep bulk sample from boring B-2 to evaluate the potential effect on concrete and ferrous metals. The results of the testing are provided in Appendix B and indicate a minimum resistivity of 1,200 ohm-cm, a pH of 8.7, a sulfate concentration of 50 ppm, and a chloride concentration of 20 ppm.

The minimum electrical resistivity tests performed indicate that the soil is considered to be corrosive to buried unprotected metal objects per the 1984 National Association of Corrosion Engineers (NACE) correlation between soil resistivity and corrosivity towards unprotected ferrous metals.

Caltrans considers the subsurface conditions at a site to be aggressive to below-grade concrete if one or more of the following conditions exist: chloride concentrations of 500 ppm or greater,

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sulfate concentrations of 2,000 ppm or greater, or a pH of 5.5 or less. Additionally, the Portland Cement Associations (PCA) correlates sulfate concentrations to sulfate attack potential on below-grade concrete.

Preliminary corrosion testing was conducted by Kleinfelder for information only and should be used only as an indicator of potential soil aggressivity for the sample tested. We recommend that the corrosion test results be reviewed and evaluated by a qualified corrosion engineer and project designers with consideration for the proposed improvements and project lifespan requirements.

#### LIMITATIONS

This report has been prepared for the exclusive use of the City of San Diego and their consultants for specific application to the subject project. The findings, conclusions, and recommendations presented in this report were prepared in accordance with generally accepted geotechnical engineering practice. No warranty, express, or implied is made.

The scope of services was limited to the field exploration program described in this report. It should be recognized that definition and evaluation of subsurface conditions is difficult. Judgments leading to conclusions and recommendations are generally made with incomplete knowledge of the subsurface conditions present due to the limitations of data from field studies.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive studies yield more information, which may help understand and manage the level of risk. Since detailed study and analysis involves greater expense, our clients participate in determining levels of service which provide information for their purposes at acceptable levels of risk. The client and key members of the design team should discuss the issues addressed in this report with Kleinfelder so that the issues are understood and applied in a manner consistent with the owner's budget, tolerance of risk, and expectations for future performance and maintenance.

The data contained in this report are based on our field observations and subsurface explorations and our present knowledge of the proposed construction. It is possible that soil or groundwater conditions could vary between or beyond the points explored. If soil or groundwater conditions are encountered during construction that differ from those described herein, the client is responsible for ensuring that Kleinfelder is notified immediately so that we may re-evaluate the recommendations of this report. If the scope of the proposed construction or locations of the improvements changes from that described in this report, the conclusions and recommendations contained in this report are not considered valid until the changes are reviewed and the conclusions of this report are modified or approved in writing by Kleinfelder.

Our geotechnical scope of services for this subsurface exploration and geotechnical report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this site. Kleinfelder cannot be responsible for interpretation by others of this report or the conditions encountered in the field. Kleinfelder must be retained so that all geotechnical aspects of construction will be monitored on a full-time basis by a representative from Kleinfelder. These services provide Kleinfelder the opportunity to observe the actual soil and groundwater conditions encountered during construction and to evaluate the applicability of the recommendations presented in this report to the site conditions. If Kleinfelder is not retained to provide these services, we will cease to be the engineer of record for this project and will assume no

20170893.027A/SDI17L69629 Copyright 2018 Kleinfelder responsibility for any potential claim during or after construction on this project. If changed site conditions affect the recommendations presented herein, Kleinfelder must also be retained to perform a supplemental evaluation and to issue a revision to our original report.

This report, and any future addenda or reports regarding this project, may be made available to bidders to supply them with only the data contained in the report regarding subsurface conditions at the point and time noted. Bidders may not rely on interpretations, opinion, recommendations, or conclusions contained in the report.

This report may be used only by the client and only for the purposes stated, within a reasonable time from its issuance, but in no event later than one year from the date of the report. Land use, site conditions (both on site and off site), or other factors may change over time, and additional work may be required with the passage of time. Any party, other than the client, who wishes to use this report shall notify Kleinfelder of such intended use. Based on the intended use of this report and the nature of the project, Kleinfelder may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the client or any other party will release Kleinfelder from any liability resulting from the use of this report by an unauthorized party.

Respectfully submitted,

**KLEINFELDER** 

Janna Bonfiglio, Ell Staff Engineer

Kevin Crennan, PE, GE Project Manager





Scott Rugg, PG, CEG Senior Engineering Geologist



Attachments: Figure 1 – Site Vicinity Map

Figure 2 – Existing Site Conditions and Boring Location Map

Figure 3 – Regional Geologic Map

Figure 4 – Geologic Cross Section A-A'

Appendix A – Field Exploration and Boring Logs

Appendix B – Laboratory Testing

Appendix C – Field Investigation Photographs

Page 9 of 9

April 4, 2018



# FIGURES









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## APPENDIX A Field Exploration and Boring Logs



#### APPENDIX A FIELD EXPLORATION AND BORING LOGS

Prior to our subsurface exploration, Kleinfelder notified Underground Service Alert (USA) to clear proposed boring locations of conflicts with utilities. Additionally, we hand augered the near-surface materials to practical refusal of the hand auger to clear the potential of shallow utilities not marked by USA.

Our subsurface exploration program included drilling and sampling two borings using sonic drilling techniques for subsurface characterization purposes. The field exploration took place on October 26 and 27, 2017.

The borings were advanced by Cascade Drilling to depths of approximately 40 feet below the ground surface. The boreholes were advanced using a track-mounted Spyder 2 Sonic Drill Rig. Bulk and bag samples were collected from the boreholes for further analysis.

The excavations were logged by a geotechnical engineer from our firm using methods outlined in the Unified Soil Classification System (USCS) and general procedures established in ASTM D2488. A legend to the logs is presented as Figures A-1 and A-2. The Logs of Borings describe the materials encountered, samples obtained, and field and laboratory tests performed and are presented as Figures A-3 and A-4.

SAMPLER AND DRILLING METHOD GRAPHICS	UNIFI	ED S	OIL CLAS	SSIFICATI	ON S	<u> (STEM (A</u>	STM D 2487)	
BULK / GRAB / BAG SAMPLE		(e)	CLEAN GRAVEL	Cu≥4 and 1≤Cc≤3		GW	WELL-GRADED GRAVELS GRAVEL-SAND MIXTURES LITTLE OR NO FINES	
MODIFIED CALIFORNIA SAMPLER (2 or 2-1/2 in. (50.8 or 63.5 mm.) outer diameter) CALIFORNIA SAMPLER		e #4 sieve)	WITH <5% FINES	Cu <4 and/ or 1>Cc >3	000	GP	POORLY GRADED GRAVE GRAVEL-SAND MIXTURES	
(3 in. (76.2 mm.) outer diameter) STANDARD PENETRATION SPLIT SPOON SAMPLER (2 in. (50.8 mm.) outer diameter and 1-3/8 in. (34.9 mm.) inner		larger than the		0		GW-GM	WELL-GRADED GRAVELS GRAVEL-SAND MIXTURES LITTLE FINES	
diameter) HQ CORE SAMPLE (2.500 in. (63.5 mm.) core diameter)		on is large	GRAVELS WITH	Cu <i>≥</i> 4 and 1≤Cc≤3	Ż	GW-GC	WELL-GRADED GRAVELS GRAVEL-SAND MIXTURES LITTLE CLAY FINES	
SHELBY TUBE SAMPLER	(e)	/e) arse fraction is	esure outo	Cu <4 and/ or 1>Cc >3		GP-GM	POORLY GRADED GRAVE GRAVEL-SAND MIXTURES	
SOLID STEM AUGER	#200 sie/	f d			000000	GP-GC	POORLY GRADED GRAVE GRAVEL-SAND MIXTURES	ELS, S WITH
WASH BORING		<b>GRAVELS</b> (More than half				GM	SILTY GRAVELS, GRAVEL MIXTURES	-SILT-SAND
SONIC CONTINUOUS SAMPLER	al is large	VELS (M	GRAVELS WITH > 12%			GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIX	TURES
GROUND WATER GRAPHICS ∑ WATER LEVEL (level where first observed)	f of material is larger than the #200 sieve)	GR₄	FINES			GC-GM	CLAYEY GRAVELS, GRAVEL-SAND-CLAY-SILT	MIXTURES
<ul> <li>WATER LEVEL (level after exploration completion)</li> <li>WATER LEVEL (additional levels after exploration)</li> </ul>	(More than half		CLEAN SANDS	Cu <i>≥</i> 6 and 1≤Cc≤3		sw	WELL-GRADED SANDS, S MIXTURES WITH LITTLE (	
OBSERVED SEEPAGE	SOILS (More	e #4 sieve)	WITH <5% FINES	Cu <6 and/ or 1>Cc >3	<u>``````</u> `	SP	POORLY GRADED SANDS SAND-GRAVEL MIXTURES LITTLE OR NO FINES	
• The report and graphics key are an integral part of these logs. All data and interpretations in this log are subject to the explanations and limitations stated in the report.	COARSE GRAINED SO	er than the		Cu≥6 and		SW-SM	WELL-GRADED SANDS, S MIXTURES WITH LITTLE F	
<ul> <li>Lines separating strata on the logs represent approximate boundaries only. Actual transitions may be gradual or differ from those shown.</li> <li>No warranty is provided as to the continuity of soil or rock conditions between individual sample locations.</li> <li>Logs represent general soil or rock conditions observed at the point of exploration on the date indicated.</li> </ul>		n is small	rise traction is smaller than the standard sector is smaller than the SADNAS SA	1≤Cc≤3		SW-SC	WELL-GRADED SANDS, S MIXTURES WITH LITTLE (	AND-GRAVEL CLAY FINES
		coarse fractio		Cu <6 and/		SP-SM	POORLY GRADED SANDS SAND-GRAVEL MIXTURES LITTLE FINES	
<ul> <li>In general, Unified Soil Classification System designations presented on the logs were based on visual classification in the field</li> </ul>		(More than half of coal		or 1>Cc>3		SP-SC	POORLY GRADED SANDS SAND-GRAVEL MIXTURES LITTLE CLAY FINES	
<ul> <li>and were modified where appropriate based on gradation and index property testing.</li> <li>Fine grained soils that plot within the hatched area on the Plasticity Chart, and coarse grained soils with between 5% and 12%</li> </ul>						SM	SILTY SANDS, SAND-GRA MIXTURES	VEL-SILT
Plasticity Chart, and coarse grained soils with between 5% and 12% passing the No. 200 sieve require dual USCS symbols, ie., GW-GM, GP-GM, GW-GC, GP-GC, GC-GM, SW-SM, SP-SM, SW-SC, SP-SC, SC-SM.		SANDS (Mo	SANDS WITH > 12% FINES			SC	CLAYEY SANDS, SAND-G MIXTURES	RAVEL-CLAY
<ul> <li>If sampler is not able to be driven at least 6 inches then 50/X indicates number of blows required to drive the identified sampler X inches with a 140 pound hammer falling 30 inches.</li> </ul>		Ś				SC-SM	CLAYEY SANDS, SAND-SI MIXTURES	
ABBREVIATIONS WOH - Weight of Hammer WOR - Weight of Rod	ai s				м	CLAY	GANIC SILTS AND VERY FINE S 'EY FINE SANDS, SILTS WITH S GANIC CLAYS OF LOW TO MEDIUM	LIGHT PLASTICITY
The second second	<b>SOIL</b> mate	ve)	SILTS AND (Liquid Li less than	mit 📶	C CL-	CLAY	S, SANDY CLAYS, SILTY CLAYS, L GANIC CLAYS-SILTS OF LOW F	EAN CLAYS
	half of	aller ti 00 si∈	icos uidil		02	· ORG	'S, SANDY CLAYS, SILTY CLAYS ANIC SILTS & ORGANIC SILT OW PLASTICITY	
	Line transmerer and the second		MH INC		RGANIC SILTS, MICACEOUS OMACEOUS FINE SAND OR	SILT		
		Ţ	(Liquid Li greater tha	mit	С	FAT	RGANIC CLAYS OF HIGH PLA CLAYS	
					0		ANIC CLAYS & ORGANIC SIL IUM-TO-HIGH PLASTICITY	13 UF
PRO	OJECT N	0.: 2	20170893		G	RAPHI	CS KEY	FIGURE
	AWN BY:		JB					
KLEINFELDER       CHI         Bright People. Right Solutions.       DAT	ECKED B TE:		SR 1/2/2017	Mira	Re	agan Rd,	wer Improvements Mira Mesa California	A-1
			1		C/	an Lilean	California	

GRAIN SIZE
------------

SECONDARY CONSTITUENT MOISTURE CONTENT CEMENTATION					
Passing #200	<0.0029 in. (<0.07 mm.)	Flour-sized and smaller			
fine #200 - #40	0.0029 - 0.017 in. (0.07 - 0.43 mm.)	Flour-sized to sugar-sized			
edium #40 - #10	0.017 - 0.079 in. (0.43 - 2 mm.)	Sugar-sized to rock salt-sized			
barse #10 - #4	0.079 - 0.19 in. (2 - 4.9 mm.)	Rock salt-sized to pea-sized			
fine #4 - 3/4 in. (#4 - 19 mm.)	0.19 - 0.75 in. (4.8 - 19 mm.)	Pea-sized to thumb-sized			
barse 3/4 -3 in. (19 - 76.2 mm.)	3/4 -3 in. (19 - 76.2 mm.)	Thumb-sized to fist-sized			
s 3 - 12 in. (76.2 - 304.8 mm.) 3 - 12 in. (76.2 - 304.8 mm.) Fist-sized t		Fist-sized to basketball-sized			
>12 in. (304.8 mm.)	>12 in. (304.8 mm.)	Larger than basketball-sized			
TION SIEVE SIZE	SIEVE SIZE GRAIN SIZE				
- ION	SIEVE SIZE	SIEVE SIZE GRAIN SIZE	SIEVE SIZE GRAIN SIZE APPROXIMATE SIZE		

#### SECONDARY CONSTITUENT

	AMC	UNT	
Term of Use	Secondary Constituent is Fine Grained	Secondary Constituent is Coarse Grained	
Trace	<5%	<15%	
With	≥5 to <15%	≥15 to <30%	
Modifier	≥15%	≥30%	

## MOISTURE CONTENT

DESCRIPTION FIELD TEST DESCRIPTION FIELD TEST	ST
Dry Absence of moisture, dusty, dry to the touch Weakly Crumbles or bruwith handling or finger pressure	
Moist         Damp but no visible water         Moderately         Crumbles or browith considerate finger pressure	
WetVisible free water, usually soil is below water tableStronglyWill not crumble break with finge pressure	

#### **CONSISTENCY - FINE-GRAINED SOIL**

				UNCONFINED		1	<u>HYDROCHLOR</u>		
	CONSISTENCY SPT - N <sub>60</sub> Pocket Pen (# blows / ft) (tsf)		COMPRESSIVE STRENGTH (Q <sub>u</sub> )(psf)	VISUAL / MANUAL CRITERIA		DESCRIPTION	FIELD TEST		
	Very Soft	<2	PP < 0.25	<500	Thumb will penetrate more than 1 inch (25 mm). Extrudes between fingers when squeezed.		None	No visible reaction	
	Soft	2 - 4	0.25 <b>S</b> PP < 0.5	500 - 1000	Thumb will penetrate soil about 1 inch (25 mm). Remolded by light finger pressure.		Weak	Some reaction,	
	Medium Stiff	4 - 8	0.5 <b>≤</b> PP <1	1000 - 2000	Thumb will penetrate soil about 1/4 inch (6 mm). Remolded by strong finger pressure.			with bubbles forming slowly	
	Stiff	8 - 15	1 <b>≤</b> PP <2	2000 - 4000	Can be imprinted with considerable pressure from thumb.		Strong	Violent reaction, with bubbles forming	
	Very Stiff	15 - 30	2 <b>≤</b> PP <4	4000 - 8000	Thumb will not indent soil but readily indented with thumbnail.			immediately	
	Hard	>30	4 <b>≤</b> PP	>8000	Thumbnail will not indent soil.				

FROM TERZAGHI AND PECK, 1948; LAMBE AND WHITMAN, 1969; FHWA, 2002; AND ASTM D2488

#### APPARENT / RELATIVE DENSITY - COARSE-GRAINED SOIL

APPARENT DENSITY	SPT-N <sub>60</sub> (# blows/ft)	MODIFIED CA SAMPLER (# blows/ft)	CALIFORNIA SAMPLER (# blows/ft)	RELATIVE DENSITY (%)
Very Loose	<4	<4	<5	0 - 15
Loose	4 - 10	5 - 12	5 - 15	15 - 35
Medium Dense	10 - 30	12 - 35	15 - 40	35 - 65
Dense	30 - 50	35 - 60	40 - 70	65 - 85
Very Dense	>50	>60	>70	85 - 100

FROM TERZAGHI AND PECK, 1948

<u>ST</u>	RU	ICT	<u>U</u>	RE

DESCRIPTION	CRITERIA
Stratified	Alternating layers of varying material or color with layers at least 1/4-in. thick, note thickness.
Laminated	Alternating layers of varying material or color with the layer less than 1/4-in. thick, note thickness.
Fissured	Breaks along definite planes of fracture with little resistance to fracturing.
Slickensided	Fracture planes appear polished or glossy, sometimes striated.
Blocky	Cohesive soil that can be broken down into small angular lumps which resist further breakdown.
Lensed	Inclusion of small pockets of different soils, such as small lenses of sand scattered through a mass of clay; note thickness.

#### PLASTICITY

LACTION		
DESCRIPTION	LL	FIELD TEST
Non-plastic	NP	A 1/8-in. (3 mm.) thread cannot be rolled at any water content.
Low (L)	< 30	The thread can barely be rolled and the lump or thread cannot be formed when drier than the plastic limit.
Medium (M)	30 - 50	The thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be rerolled after reaching the plastic limit. The lump or thread crumbles when drier than the plastic limit.
High (H)	> 50	It takes considerable time rolling and kneading to reach the plastic limit. The thread can be rerolled several times after reaching the plastic limit. The lump or thread can be formed without crumbling when drier than the plastic limit.

#### ANGULARITY

CRITERIA
Particles have sharp edges and relatively plane sides with unpolished surfaces.
Particles are similar to angular description but have rounded edges.
Particles have nearly plane sides but have well-rounded corners and edges.
Particles have smoothly curved sides and no edges.

	PROJECT NO .:	20170893	SOIL DESCRIPTION KEY	FIGURE
	DRAWN BY:	JB		1
KLEINFELDER	CHECKED BY:	SR	Mira Mesa Trunk Sewer Improvements	A-2
Bright People. Right Solutions.	DATE:	11/2/2017	Reagan Rd, Mira Mesa San Diego, California	l
Mira Masa Trupk Sower Improvement Appendix L	REVISED:	- 	voctigation 128	

**REACTION WITH** 

DESCRIPTION	FIELD TEST
None	No visible reaction
Weak	Some reaction, with bubbles forming slowly
Strong	Violent reaction, with bubbles forming immediately

Date Begin - End: Logged By:				10/26/2017	Drilling		any		ade D								BORING LOG E
-	-	-	h	J. Bonfiglio	Drill Cr		-			, Noah				r Typ			N/A
HorVert. Datum: Plunge:			um:	0 11 _						ic Drill F		-	N/A				
	-			-90 degrees	-					inuous		חר					
vvea	ather	T		Sunny			nam	eter: 6" Ca	asiriy/2			ים.	17			Y RESI	ULTS
				FIELD					~								
e eet)	~	bo	Appro	oximate Ground Surface Elevation	on (ft.): 419.50		é	= tsf	over			(pcf)	(%)	6) OC		dex astic	ests
cimat on (fi	(feet)	calL		Surface Condition: Aspha			s Typ	nts(BC lows/6 in(PP)	Rec	_	t (%)	t Wt.	g #4	g #2(	_imit	on Pli	nal T (s
Approximate Elevation (feet)	Jepth (feet)	Graphical Log				Sample Number	Sample Type	Blow Counts(BC)= Uncorr. Blows/6 in. Pocket Pen(PP)= tsf	Recovery (NR=No Recovery)	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/ Remarks
ЧЩ	Ğ	ō	405	Lithologic Description	า	Sa	Sa	Po UBO	₽Z.	SU S	Ŝΰ	<u> </u>	Ра	Ра	Ĕ	۳Z	, Ad Re
				HALT: 4 inches GREGATE BASE: 5 inches													
	-		Artif	icial Fill (af)		_											Hand auger to 2.5 ft; refu
				dy CLAY (CL): fine to coarse-g l, low plasticity, dark yellowish b													511 0000ic3.
				moist, trace cobbles at 1 ft bgs		S1		1									
			Stad	lium Conglomerate (Tst)			Ń										
-415				rey SAND (SC): fine to coarse- , non-plastic, yellowish brown (		S2	$\overline{)}$							30			
	5-		mois	t, some cobbles (up to 3 inche	s)		X										Slower drilling at 5 ft.
			7/2),	to medium-grained sand, -light trace silt	gray (2.5Y		$ \rangle$										
			, · — –	wish brown with light gray													
				dy CLAY (CL): fine to medium- I, non-plastic, dark brown (10YI		1											
			, ` — –	st, trace silt		S3											
			sand	rey SAND (SC): fine to medium I, non-plastic, yellowish brown v		33	$\mathbb{N}$										
-410	-		gray	(10YR 5/6), moist, trace silt													
	10-																
														40			
			(GP-	rly graded GRAVEL with Clay -GC): fine to medium-grained s	and,	S4	$\left  \right $							12			
		1		plastic, light gray with yellowish moist, some cobbles (up to 4 i			X										
-405	45	6	1 **	e fine to coarse-grained gravel			$ \rangle$										
	15-	Ť Ť		<b>SAND (SM)</b> : fine to medium-g		S5	1										
				a, non-plastic, yellowish brown ( st, some clay	(10113-0/0),		X										
		ļļļ				_	$\langle \rangle$										
				rey SAND (SC): fine to coarse- I, non-plastic, light gray (2.5Y 7													
			some	e cobbles (up to 3 inches), som se-grained gravel, trace silt													
				grante graver, rate one													
-400	20-		L			_											
		$^{\circ}$		rly graded GRAVEL with Silt GM): fine to coarse-grained sa													
		6	coar	se-grained gravel, non-plastic, (R 6/3), moist, some cobbles (u	pale brown												Hard drilling at 21 to 22.5
		60		es), trace clay	ip to 0.0												
		6	-light	t gray (2.5Y 7/2), cobbles up to	3 inches	S6	1							5.6			
		60					IV										
-395		60															
		0 M	4		I		/ \										
$\frown$					PR	OJECT	NO.:	20170893			BO	RINC	g lo	G B-	-1		FIGURE
1			1		DR	AWN B'	Y:	JB									
	KLEINFELDE			<b>. R</b>   CH	ECKED	BY:	SR		Mira M	lesa T	runk s	Sewe	r Impi	roven	nents	A-3	
Bright People. Right Solutions.				ions. DA	TE:		11/2/2017			Rea	gan R	d, Mir	ra Me	sa			
		_	1	ver Improvement Appen							Sar	n Dieg	o, Ca	litorni	a		

stena	Date	jin - E	ind: 10/26/2017	Drilling	Drilling Company: Cascade Drilling								BORING LOG B-						
1 BY:	Log	ged I	By:	J. Bonfiglio	Drill Cre	w:		Matt,	Jerry,	Noah			I						
25 PM	Hor	Ver	. Dat	um: Not Available	Drilling	Equip	mer	nt: Spyde	r 2 Soni	c Drill F	Rig	На	mme	r Typ	e:	1	N/A		
04:2	Plu	nge:		-90 degrees	Drilling	Metho	d:	Sonio	c Cont	nuous	;								
/2017	Wea	ather		Sunny	Explorat	tion Di	iam	eter: 6" Ca	asing/4	" Barr	el in. C	).D.							
11/29				FIELD EXF	PLORATION	١	_						LA	ABORA	TORY	' RESU	LTS		
PLOTTED: 11/29/2017 04:25 PM	Approximate Elevation (feet)	Depth (feet)	Graphical Log	Approximate Ground Surface Elevation (f Surface Condition: Asphalt	it.): 419.50	Sample Number	Sample Type	Blow Counts(BC)= Uncorr. Blows/6 in. Pocket Pen(PP)= tsf	Recovery (NR=No Recovery)	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)		Additional Tests/ Remarks	
	App Elev	Dep	Gral	Lithologic Description		San	San	Uncol	(NR (NR	USC Sym	Wat Con	Dry	Pas	Pas	Liqu	(NP.		Add Ren	
-	-	-		Poorly graded GRAVEL with Silt and (GP-GM): fine to coarse-grained sand, coarse-grained gravel, non-plastic, pale (10YR 6/3), moist, some cobbles (up to inches), trace clay -light gray (2.5Y 7/2), cobbles up to 3 in	fine to brown 3.5	S7													-
-	- 390 -	- 30— -		Silty SAND with Gravel (SM): Assume on drilling conditions; no sample retriev			X										30 to 4 barrel. 30 to 3 drilling 30 ft. H	Drilling cor 7 ft were si conditions lard, stiff dr	broken core ditions from milar to the from 20 to
-	-385 -	- 35— - -	$\overset{\circ}{\mathbb{C}}\overset{\circ}{\mathbb{O}}\overset{\circ}$														from 3	7 to 40 ft.	-
soil Lug	-380 -	- 40— -		The boring was terminated at approxim ft. below ground surface. The boring w							Ground		was no					r after com	
LB [KLF_BORING/TEST PIT SOIL LOG]	- - -375	- - 45-		backfilled with bentonite and patched a surface with 6" of concrete overlain by asphalt on October 27, 2017.	t the						The ex		n loca					oximate an	
E:KLF_STANDARD_GINT_LIBRARY_2017.GLB	-370	-			PRO	JECT N	10.:	20170893							1			FIG	JRE
gINT TEMPLATE: E:KLF_S	(	ĸ	L	EINFELDER Bright People. Right Solution		WN BY CKED I	:	JB SR 11/2/2017		Mira M	lesa T Rea	runk S gan Ro	Sewe d, Mii	r Impr ra Me	roven	nents			-3
gIN I II	Mira I	Mesa	Trur	k Sewer Improvement Appendix	REV	ISED: t of Ge	eote	- echnical Ir	vestig	ation	San	Diego	u, Ca	morni	d		130	Page:	2 of 2

gINT FILE: KIF\_gint\_master\_2017 PROJECT NUMBER: 20170893.027A OFFICE FILTER: SAN DIEGO

HorVert. Datum:     Into Available     Drilling Equipment:     Synth 2 Soute Cariffridual     Hammer Type:     N/A       Weather:	stena	Date	e Beg	gin - E	Ind:	10/27/2017	Drilling	Comp	any	Casc	ade D	rilling								BORING L	.OG B-2
Weather:         Sumy         Exponention Diameter: 0° Casing 4° Barrel In. 0.0.           000000000000000000000000000000000000	BY:	Log	ged	By:		J. Bonfiglio	Drill Cre	ew:		Matt,	Jerry,	Noah									
Weather:         Sumy         Exponention Diameter: 0° Casing 4° Barrel In. 0.0.           000000000000000000000000000000000000	5 PM	Hor.	-Ver	t. Dat	um:	Not Available	Drilling	Equip	mer	nt: Spyde	r 2 Son	ic Drill F	Rig	Ha	mme	r Typ	e:	_	N/A		
Weather:         Sumy         Exploration Dumenter: 6° Casting4" Barrel In: 0.0.           1000         1000         FEED EXPLORATION         Konton Content State S	04:2(	Plur	nge:			-90 degrees	Drilling	Metho	d:	Sonio	: Cont	inuous	3								
Opportunity Ground Stripe Election (b), 148.00 Surface Condition: Agabati Surface Condition: Agabati Surfa		Wea	ther	:		Sunny	Explora	tion D	iam	eter: 6" Ca	sing/4	l" Barr	el in. (	D.D.							
Opportunity Ground Stripe Election (b), 148.00 Surface Condition: Agabati Surface Condition: Agabati Surfa	/29/2					FIELD E									L	ABORA	TORY	' RESU	ILTS		
000000000000000000000000000000000000											5					()					
000000000000000000000000000000000000	PLOTTEL	proximate evation (feet)	pth (feet)	aphical Log	Appro	Surface Condition: Asphal	n (ft.): 424.50 t	mple mber	mple Type	w Counts(BC)= corr. Blows/6 in. :ket Pen(PP)= tsf	covery R=No Recover	sCS mbol	ater intent (%)	y Unit Wt. (pcf)	ssing #4 (%)	ssing #200 (%	quid Limit	asticity Index P=NonPlastic		ditional Tests :marks	
000000000000000000000000000000000000		ЧР	De	ũ				Sa	Sa	Duc Poo	an Si	SV	Š℃	D	Ра	Ра	Lic	E N		Ad Re	
410     Anticidat EIL (af) Sandy CLX (SC): fine to coarse-grained sand, the plasticity, dark yellowsh trown (10/R 44), mold     Hend acger to 275 ft, refutation on cobbles.       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -420     5       -415     Coarse-grained grawt, non-plastic, give grawt       -415     Coarse-grained grawt, non-plastic, give grawt       -415     Coarse-grained grawt, non-plastic, give grawt       -410     15       10     10       -410     15       115     Coarse-grained grawt, non-plastic, give grawt       115     Coarse-grained grawt, non-plastic, give grawt       116     Coarse-grained grawt, non-plastic, give grawt       117     116       118     118       119     115       110     115       110     115       110 <td></td> <td>Ļ</td> <td></td> <td></td> <td></td> <td></td> <td>/</td> <td></td>		Ļ					/														
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PLOTTED: 11/29/2017 04:25 PM	Approximate Elevation (feet)	Depth (feet)	Graphical Log	Approximate Ground Surface Elevation Surface Condition: Asphal	t (ft.): 424.50	Sample Number	Sample Type	Blow Counts(BC)= Uncorr. Blows/6 in. Pocket Pen(PP)= tsf	Recovery (NR=No Recovery)	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	ditional Tests/	Remarks
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## APPENDIX B Laboratory Test Results















#### LABORATORY REPORT

Telephone (619) 425-1993 Fax 425-7917 Established 1928 CLARKSON LABORATORY AND SUPPLY INC. 350 Trousdale Dr. Chula Vista, Ca. 91910 www.clarksonlab.com ANALYTICAL AND CONSULTING CHEMISTS Date: November 16, 2017 Purchase Order Number: PROJECT#20170893.016A Sales Order Number: 38050 Account Number: KLE To: \*-----\* Kleinfelder Inc. 550 West C Street Ste 1200 San Diego, CA 92101 Attention: Uly Panuncialman Laboratory Number: SO6658 Customers Phone: 831-4600 Fax: 831-4619 Sample Designation: \*\_\_\_\_\_\* One soil sample received on 11/15/17 at 11:50am, Project: City of SD Cast Iron Pipeline-Mira Mesa Project #: 20170893.016A Boring #: B2 Sample #: S7 Depth: 27.5'-30' Sampled by J. Bonfiglio Date Sampled 10/26/2017. Analysis By California Test 643, 1999, Department of Transportation Division of Construction, Method for Estimating the Service Life of Steel Culverts. рН 8.7 Water Added (ml) Resistivity (ohm-cm) 10 3000 5 1400 5 1200 5 1400 5 1700 33 years to perforation for a 16 gauge metal culvert. 43 years to perforation for a 14 gauge metal culvert. 59 years to perforation for a 12 gauge metal culvert. 76 years to perforation for a 10 gauge metal culvert. 92 years to perforation for a 8 gauge metal culvert. Water Soluble Sulfate Calif. Test 417 0.005% Water Soluble Chloride Calif. Test 422 0.002%

Laura Tone


## APPENDIX C Field Investigation Photographs



Figure 1. Boring B-1 Sample from 4 to 6 Feet Below Ground Surface.



Figure 2. Boring B-1 Sample from 8 to 10 Feet Below Ground Surface.



Figure 3. Boring B-1 Sample from 12.5 to 15 Feet Below Ground Surface.



Figure 4. Boring B-1 Sample from 17.5 to 20 Feet Below Ground Surface.



Figure 5. Boring B-1 Sample from 22.5 to 25 Feet Below Ground Surface.



Figure 6. Boring B-1 Sample from 27.5 to 30 Feet Below Ground Surface.



Figure 7. Boring B-1 Samples from 2.5 to 30 Feet Below Ground Surface.



Figure 8. Boring B-2 Sample from 7 to 10 Feet Below Ground Surface.



Figure 9. Boring B-2 Sample from 12.5 to 15 Feet Below Ground Surface.



Figure 10. Boring B-2 Sample from 17 to 20 Feet Below Ground Surface.



Figure 11. Boring B-2 Sample from 22.5 to 25 Feet Below Ground Surface.



Figure 12. Boring B-2 Sample from 27.5 to 30 Feet Below Ground Surface.



Figure 13. Boring B-2 Sample from 32.5 to 35 Feet Below Ground Surface.



Figure 14. Boring B-2 Sample from 37.5 to 40 Feet Below Ground Surface.



Figure 15. Boring B-2 Sample from 5 to 40 Feet Below Ground Surface.

## **APPENDIX K**

## SAMPLE OF PUBLIC NOTICE

# FOR SAMPLE REFERENCE ONLY





# CONSTRUCTION NOTICE **PROJECT TITLE**

# Work on your street will begin within one week to

replace the existing water mains servicing your community.

## The work will consist of:

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

## How your neighborhood may be impacted:

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

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

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

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





The City of

# **PROJECT TITLE**

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This information is available in alternative formats upon request.

Mira Mesa Trunk Sewer Improvement Appendix K – Sample of Public Notice This information is available in alternative formats upon request.

## 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 **Mira Mesa Trunk Sewer Improvement**; Bid No. **K-19-1784-DBB-3**; in the amount of <u>Six Million</u> <u>One Hundred Seventy Three Thousand Seven Hundred Seventeen Dollars and Zero Cents</u> (\$6,173,717.00), which is comprised of the Base Bid.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phase Funding Schedule Agreement.
  - (e) That certain documents entitled **Mira Mesa Trunk Sewer Improvement**, on file in the office of the Public Works Department as Document No. **B-16056**, 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 **Mira Mesa Trunk Sewer Improvement**, **K-19-1784-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.

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

THE CITY OF SAN DIEGO

#### APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By AParca

Print Name: <u>Claudia C. Abarca</u> Print Name: <u>Christine Leone</u> Deputy Director Public Works Department Date: 1/25/19

Date:\_\_\_\_\_1/25/19

CONTRACTOR - ORION CONSTRUCTION CORP.

Βv

Print Name: RICHARD DOWSING

Title: PRESIDENT

Date:

NOV. 16, 2018

City of San Diego License No.: <u>B1992002970</u>

State Contractor's License No.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 10000/0760

## **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.

## 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.

## AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

## **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 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.

## 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:

#### Mira Mesa Trunk Sewer Improvement

(Project Title or Task)

as particularly described in said contract and identified as Bid No. **K-19-1784-DBB-3**; SAP No. (WBS/IO/CC) **B-16056**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Ву:\_\_\_\_\_

Contractor

ATTEST:

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

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

Notary Public in and for said County and State

#### LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Name:								
Address:								
City: State:								
Zip: Phone:								
Email:								
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		
0	As appropriate, Bidder shall indicate if Subcontractor is certif	ied by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC		
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA

#### 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	MATERIALS OR SUPPLIES	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED <sup>®</sup>
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 Small Disadvantaged Business SDB Certified Small Local Business Enterprise SLBE Woman-Owned Small Business WoSB HUBZone Business HUBZone Service-Disabled Veteran Owned Small Business SDVOSB As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: 2 City of San Diego State of California Department of Transportation CALTRANS CITY 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
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- D. SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

#### **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

Mira Mesa Trunk Sewer Improvement, Bid No. K-19-1784-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 \_\_\_\_\_\_16th day of \_\_\_\_\_\_October \_\_\_\_\_, 20\_18\_\_\_\_

Orion Construction Corporation (SEAL)

(Principal)

(Signature) - Richard Dowsing, President

Western Surety Company (SEAL) (Surety)

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

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of Californi	a		)
County of	Orange		
On 0CT 1	6 2018	before me,	Lekim H. Luu, Notary Public
D	ate		Here Insert Name and Title of the Officer
personally appea	ared		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/area subscribed to the within instrument and acknowledged to me that kne/she/they executed the same in kie/her/theirauthorized capacity(ites); 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.

LEKIM H. LUU Commission # 2135634 Notary Public - California Orange County My Comm. Expires Dec 3, 2019

A A A A A

Signature

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.

		form to an annitan	
	Attached Document		
The or Type o	f Document:	Docu	ment Date:
	ges: Signer(s) Other Tha		
Capacity(ies)	Claimed by Signer(s)		
Signer's Name		Signer's Name:	N
Corporate O	fficer - Title(s):	Corporate Of	ficer - Title(s):
Partner -	Limited General		Limited General
	X Attorney in Fact		Attorney in Fact
	Guardian or Conservator		Guardian or Conservator
Other:		Other:	
Signer Is Repre	senting:	Signer Is Repre	sentina:

Signer Is Representing: \_

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# 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.

State of South Dakota County of Minnehaha

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 BOUTH DANOTA

WESTERN SURETY COMPANY

#### CERTIFICATE

J. Mohr, Notary Public

T. Bruflat, Vice President

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 \_

WESTERN SURETY COMPANY

J. 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.

- **X** 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
					<u></u>

Contractor Name: Orion Construction Corporation

Certified By	Richard Dowsing	Title President	
	Name		
	Reavising	Date 10/23/2018	
	Signature		

#### USE ADDITIONAL FORMS AS NECESSARY

#### Mandatory Disclosure of Business Interests Form

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

Legal Name Orion Construction Corporation		DBA N/A	
Street Address	City	State	Zip
2185 La Mirada Drive	Vista	CA	92081
Contact Person, Title	Phone	Fax	
Richard Dowsing, President	<b>760-597-9660</b>	760-597-9661	

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

\* The precise nature of the interest includes:

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

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

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

Richard Dowsing	President		
Name	Title/Position		
Encinitas, CA			
City and State of Residence	Employer (if different than Bidder/Proposer)		
One Hunded Percent owner of	er of Orion Construction Corporation		
Interest in the transaction	•		
Name	Title/Position		
City and State of Residence	Employer (if different than Bidder/Proposer)		

Interest in the transaction

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

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

Richard	Dowsing,	President
---------	----------	-----------

Print Name, Title

Signature 10/23/2018

Date

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

#### SUBCONTRACTOR LISTING

#### (OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). The Bidder is to list below the name, address, license number, DIR registration number of any Subcontractor – regardless of tier – who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: JD Barlow Construction Address: 31919 Halblian Road City: Menifee State: CA Zip: 92584 Phone: 951-746-3133 Email:jdbarlow51@gmail.com	Constructor	1000049194	863762	Jack and Bore Construction
Name: Zebron Address: PO Box 2874 City: Newport Beach State: CA Zip: 92659 Phone: 714-632-6647 Email: tkline@zebron.com	Constructor	1000004993	855170	Manhole Base Lining
Name:   Address:   City:   State:   Zip:   Phone:   Email:   Name:				
Name:Address: City: State: Zip: Phone: Email:				

**\*\* USE ADDITIONAL FORMS AS NECESSARY \*\*** 

# **City of San Diego**

CITY CONTACT: Angelica Gil, Contract Specialist, Email: AngelicaG@sandiego.gov Phone No. (619) 533-3622







FOR

# MIRA MESA TRUNK SEWER IMPROVEMENT

BID NO.:	K-19-1784-DBB-3
SAP NO. (WBS/IO/CC):	B-16056
CLIENT DEPARTMENT:	2011
COUNCIL DISTRICT:	1, 6
PROJECT TYPE:	JB

## **BID DUE DATE**:

## 2:00 PM OCTOBER 23, 2018

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

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

## **ENGINEER OF WORK**

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

Muller

1) Registered Engineer

10/4/2018 Date

Seal:

Seal:

C264NO. C-70321

-X 10/4/2018

For City Engineer

October 5, 2018 Mira Mesa Trunk Sewer Improvement

## A. CHANGES TO CONTRACT DOCUMENTS

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

## B. CLARIFICATIONS

1. The Reference column containing the payment reference sections for this contract was previously omitted and has been corrected to convey that column.

## C. INSTRUCTIONS TO BIDDERS

- To Item 1, Prequalification of Contractors, Sub-item 1.3, Joint Venture Bidders Cumulative Maximum Bidding Capacity, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - **1.3 Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
    - **1.3.1** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
    - **1.3.2** Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
    - **1.3.3** Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
**1.3.4** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.

## D. CERTIFICATIONS AND FORMS

1. To Certifications and Forms, page 157, **DELETE** in its entirety and **SUBSTITUTE** with the following:

The Bidder, 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.

## E. ADDITIONAL CHANGES

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

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

Section	ltem Code	Description	UoM	Quantity	Payment Reference	Extension
Main Bid	524126	Bonds (Payment and Performance)	LS	1	<u>2-4.1</u>	
Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	AL	1	<u>2-11.1.6</u>	1 <del>822740</del> <u>185000</u>
Main Bid	541690	Paleontological Monitoring Program	LF	242.2 243	<u>6-3.2.3.1</u>	
Main Bid	541690	Paleontological Mitigation and Excavation	СҮ	<del>2.5</del> <u>3</u>	<u>6-3.2.5.1</u>	
Main Bid	541690	Suspension of Work - Resources	DAYS	5	<u>6-3.2.2.1 OR</u> <u>6-3.2.3.1</u>	
Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	<u>7-8.5.4</u>	

Section	ltem Code	Description	UoM	Quantity	Payment Reference	Extension
Main Bid	541330	WPCP Development	LS	1	<u>7-8.6.4.2</u>	
Main Bid	237990	WPCP Implementation	LS	1	<u>7-8.6.4.2</u>	
Main Bid	238990	Video Recording of Existing Conditions	LS	1	<u>7-9.1.1</u>	
Main Bid	237110	Mobilization	LS	1	<u>9-3.4.1</u>	
Main Bid		Field Orders (EOC Type II)	AL	1	<u>9-3.5</u>	20000
Main Bid	237310	Adjust Existing Gate Valve Frame and Cover to Grade	EA	2	<u>301-1.7</u>	
Main Bid	237310	Adjust Survey Monument to Grade	EA	2	<u>301-1.8.1</u>	
Main Bid	237310	Asphalt Pavement Repair	TON	22.07 23	<u>302-3.2</u>	
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type l	SF	73847	<u>302-4.12.4</u>	
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	SF	77547	<u>302-4.12.4</u>	
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type III	SF	3700	<u>302-4.12.4</u>	
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	SF	3700	<u>302-4.12.4</u>	
Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	<del>2877.6</del> <u>2878</u>	<u>302-5.2.1</u>	
Main Bid	237310	Contractor Date Stamps and Impressions	EA	4	<u>303-5.9</u>	
Main Bid	237310	Remove and Replace Existing Sidewalk	SF	60	<u>303-5.9</u>	
Main Bid	237310	Curb and Gutter (6 Inch Curb, Type Combined)	LF	15	<u>303-5.9</u>	
Main Bid	237310	Additional Curb and Gutter Removal and 7310 Replacement		10	<u>303-5.9</u>	

Section	ltem Code	Description	UoM	Quantity	Payment Reference	Extension
Main Bid	237310	Additional Sidewalk Removal and Replacement	SF	160	<u>303-5.9</u>	
Main Bid	237310	Replace Speed Bumps	EA	4	<u>303-5.9</u>	
Main Bid	237310	Cross Gutter	SF	1000	<u>303-5.9</u>	
Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	EA	8	<u>303-5.10.2</u>	
Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	EA	1	<u>303-5.10.2</u>	
Main Bid	237310	Curb Ramp (Type C-1) with Detectable Warning Tiles	EA	1	<u>303-5.10.2</u>	
Main Bid	237310	Curb Ramp (Type C-2) with Detectable Warning Tiles	EA	6	<u>303-5.10.2</u>	
Main Bid	237310	Additional Sidewalk	SF	300	<u>303-5.10.2</u>	
Main Bid	237110	Abandon Existing Manhole Outside of Trench Limit	EA	1	<u>306-3.3.3</u>	
Main Bid	237110	Abandon and Fill Existing Sewer Main (15 Inch) Outside of the Trench Limit	LF	18.41 <u>19</u>	<u>306-3.3.3</u>	
Main Bid	237110	Abandon and Fill Existing Sewer Main ( 21 Inch) Outside of the Trench Limit	LF	18.57 <u>19</u>	<u>306-3.3.3</u>	
Main Bid	237110	Additional Bedding	CY	50	<u>306-15.1</u>	
Main Bid	237110	Sewer Main ( 8 Inch)	LF	574.53 575	<u>306-15.1</u>	
Main Bid	237110	Sewer Main ( 15 Inch)	LF	<del>337.3</del> 4 <u>338</u>	<u>306-15.1</u>	
Main Bid	237110	Sewer Main ( 18 Inch, SDR-26)	LF	<del>1951.85</del> <u>1952</u>	<u>306-15.1</u>	

Section	ltem Code	Description	UoM	Quantity	Payment Reference	Extension
Main Bid	237110	Trench Shoring	LS	1	<u>306-15.2</u>	
Main Bid	237110	Imported Backfill For Trench	TON	1241	<u>306-15.12</u>	
Main Bid	237110	Manholes ( 4 ft x 3 ft)	EA	3	<u>306-16.6</u>	
Main Bid	237110	Manholes ( PVC Lined 4 ft x 3 ft)	EA	3	<u>306-16.6</u>	
Main Bid	237110	Replace Existing Manholes (PVC Lined, 5 ft x 3 ft)	EA	3	<u>306-16.6</u>	
Main Bid	237110	Repair Existing Manholes ( 5 ft x 3 ft)	EA	2	<u>306-16.6</u>	
Main Bid	237110	Repair Existing Manholes ( 4 ft x 3 ft)	EA	3	<u>306-16.6</u>	
Main Bid	237110	Replace Existing Manholes with 8 feet Diameter PVC Lined Manhole	EA	2	<u>306-16.6</u>	
Main Bid	237110	Replace Existing Manholes with 7 feet Double Access Cover PVC Lined Deep Manholes	EA	2	<u>306-16.6</u>	
Main Bid	237110	Replace Existing Manholes with 6 feet Double Access Cover PVC Lined Deep Manholes	EA	1	<u>306-16.6</u>	
Main Bid	237110	Sewer Lateral and Cleanout ( 4 Inch, Street)	EA	29	<u>306-17.2</u>	
Main Bid	237110	Sewer Lateral and Cleanout with Backwater Device ( 4 Inch, Street)	EA	4	<u>306-17.2</u>	
Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines	LF	<del>3955.22</del> <u>3956</u>	<u>306-18.7</u>	
Main Bid	237110	Cleaning and Video Inspection of Existing Laterals	LF	325	<u>306-18.7</u>	
Main Bid	237110	Video Inspection of Pipelines for Acceptance	LF	4 <u>280.22</u> <u>4281</u>	<u>306-18.7</u>	

Section	ltem Code	Description	UoM	Quantity	Payment Reference	Extension
Main Bid					<u>314-4.3.7</u> <u>AND</u>	
	237310	Striping	LS	1	<u>314-4.4.6</u>	
Main Bid	237110	Rehabilitate Sewer Main ( 15 Inch)	LF	<del>871.34</del> <u>872</u>	<u>500-1.1.9</u>	
Main Bid	237110	Rehabilitate Sewer Main ( 21 Inch)	LF	<del>2288.83</del> <u>2289</u>	<u>500-1.1.9</u>	
Main Bid	237110	Rehabilitate Sewer Main ( 24 Inch)	LF	<del>795.05</del> <u>796</u>	<u>500-1.1.9</u>	
Main Bid	237110	Point Repair for Existing Sewer Main (15 Inch)	EA	2	<u>500-1.2.7</u>	
Main Bid	237110	Additional Point Repair for Existing Sewer Main (15 Inch)	LF	- 4		
Main Bid	237110	Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth	EA	5	<u>500-1.6.6</u>	
Main Bid	237110	Service Lateral Rehabilitation with Cleanout greater than 7 ft in Depth	EA	8	<u>500-1.6.6</u>	
Main Bid	237110	Rehabilitate Existing Manhole	EA	19	<u>500-2.10.2</u>	
Main Bid	237110	Service Lateral Connection	EA	13	<u>500-4.9</u>	
Main Bid	237310	Traffic Control	LS	1	<u>601-6</u>	
Main Bid	237310	Flashing Arrow Boards	LS	1	<u>601-6</u>	
Main Bid	237310	Portable Changeable Message Signs (EOC Type I)	AL	1	<u>601-6</u>	5000
Main Bid	238210	Remove and Reinstall Traffic Signs	EA	4	<u>701-2</u>	
Main Bid	238210	Remove and Reinstall Existing Light Pole	EA	1	<u>701-2</u>	
Main Bid	237310	Pedestrian Barricade	EA	3	<u>701-2</u>	
Main Bid	561730	Tree Trimming	EA	3	<u>801-9</u>	

Section	ltem Code	Description	UoM	Quantity	Payment Reference	Extension
Main Bid	561730	Root Pruning	EA	3	<u>801-9</u>	
Main Bid	561730	Root Control Barrier	EA	3	<u>801-9</u>	

James Nagelvoort, Director Public Works Department

Dated: *October 5, 2018* San Diego, California

JN/RWB/lji

CITY CONTACT: Angelica Gil, Contract Specialist, Email: AngelicaG@sandiego.gov Phone No. (619) 533-3622







FOR

## MIRA MESA TRUNK SEWER IMPROVEMENT

BID NO.:	K-19-1784-DBB-3
SAP NO. (WBS/IO/CC):	B-16056
CLIENT DEPARTMENT:	2011
COUNCIL DISTRICT:	1, 6
PROJECT TYPE:	JB

## **BID DUE DATE**:

## 2:00 PM OCTOBER 23, 2018

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

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

## A. CHANGES TO CONTRACT DOCUMENTS

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

## **B. CLARIFICATIONS**

1. The following Bid Items in Addendum A have been corrected. The Line Items tab on PlanetBids is still accurate.

### C. ADDITIONAL CHANGES

1. To Addendum A, Section E, Additional Changes, **REVISE** the following:

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

Section	ltem Code	Description	UoM	Quantity	Payment Reference	Extension
Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	AL	1	2-11.1.6	<del>185000</del> <u>18500</u>
Main Bid		Field Orders (EOC Type II)	AL	1	9-3.5	<del>20000</del> <u>200000</u>

James Nagelvoort, Director Public Works Department

Dated: October 19, 2018 San Diego, California

JN/RWB/lji

Mira Mesa Trunk Sewer Improvement (K-19-1784-DBB-3), bidding on October 23, 2018 2:00 PM (Pacific)

Printed 10/23/2018

#### **Bid Results**

#### **Bidder Details**

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

#### **Bid Detail**

Bid Format	Electronic	
Submitted	October 23, 2018	1:52:37 PM (Pacific)
Delivery Method		
Bid Responsive		
Bid Status	Submitted	
Confirmation #	156991	
Ranking	0	

#### **Respondee Comment**

#### **Buyer Comment**

Attac	hments					
File Tit	le		File Name			File Type
Certifica	ation of Pending Actions		Certification of Pending Action	ons.pdf		Contractor's Certification of Pending Actions
Mandat	ory Disclosure of Business Interest Form		Mandatory Disclosure of Bu	siness Interest.pdf		Mandatory Disclosure of Business Interest Form
Subcon	tractor Listing		Subcontractor Listing.pdf			Subcontractor Listing (Other Than First Tier)
Bid Bor	nd		Bid Bond.pdf			Bid Bond
Line I	tems					
Туре	Item Code	UOM	Qty	Unit Price	Line To	tal Comment
	Main Bid					
1	Bonds (Payment and Performance)					
	524126	LS	1	\$56,000.00	\$56,000.	00
2	Remote Control Camera Inspection (EOC Typ	be II)				
	334290	AL	1	\$18,500.00	\$18,500.	00
3	Paleontological Monitoring Program					
	541690	LF	243	\$18.00	\$4,374.	00
4	Paleontological Mitigation and Excavation					
	541690	CY	3	\$35.00	\$105.	00

Mira Mesa Trunk Sewer Improvement (K-19-1784-DBB-3), bidding on October 23, 2018 2:00 PM (Pacific)

Printed 10/23/2018

<b>Туре</b> 5	Item Code Suspension of Work - Resources	UOM	Qty	Unit Price	Line Total Comment
-	541690	DAYS	5	\$1,000.00	\$5,000.00
6	Sewage Bypass and Pumping Plan (Diversion	on Plan)			
	237110	LS	1	\$2,000.00	\$2,000.00
7	WPCP Development				
	541330	LS	1	\$2,000.00	\$2,000.00
8	WPCP Implementation				
	237990	LS	1	\$75,000.00	\$75,000.00
9	Video Recording of Existing Conditions				
	238990	LS	1	\$1,000.00	\$1,000.00
10	Mobilization				
	237110	LS	1	\$50,000.00	\$50,000.00
11	Field Orders (EOC Type II)	<u>.</u>	4	\$000.000.00	\$222 000 00
		AL	1	\$200,000.00	\$200,000.00
12	Adjust Existing Gate Valve Frame and Cove 237310	r to Grade EA	2	\$650.00	\$1,300.00
10		LA	2	¥000.00	φ1,500.00
13	Adjust Survey Monument to Grade 237310	EA	2	\$1,200.00	\$2,400.00
14	Asphalt Pavement Repair				. ,
	237310	TON	23	\$792.00	\$18,216.00
15	Rubber Polymer Modified Slurry (RPMS) Ty	be l			
	237310	SF	73847	\$0.50	\$36,923.50
16	Rubber Polymer Modified Slurry (RPMS) Ty	be II			
	237310	SF	77547	\$0.50	\$38,773.50
17	Rubber Polymer Modified Slurry (RPMS) Typ	be III			
	237310	SF	3700	\$1.75	\$6,475.00
18	Rubber Polymer Modified Slurry (RPMS) Typ	oe I (Bike Lane	)		
	237310	SF	3700	\$1.75	\$6,475.00
19	Pavement Restoration Adjacent to Trench				
	237310	SF	2878	\$13.00	\$37,414.00
20	Contractor Date Stamps and Impressions				
	237310	EA	4	\$330.00	\$1,320.00

Mira Mesa Trunk Sewer Improvement (K-19-1784-DBB-3), bidding on October 23, 2018 2:00 PM (Pacific)

Printed 10/23/2018

<b>Type</b> 21	Item Code Remove and Replace Existing Sidewalk	UOM	Qty	Unit Price	Line Total Comment
21	237310	SF	60	\$30.00	\$1,800.00
22	Curb and Gutter (6 Inch Curb, Type Combined	d)			
	237310	LF	15	\$97.00	\$1,455.00
23	Additional Curb and Gutter Removal and Rep	lacement			
	237310	LF	10	\$95.00	\$950.00
24	Additional Sidewalk Removal and Replaceme	nt			
	237310	SF	160	\$20.00	\$3,200.00
25	Replace Speed Bumps				
	237310	EA	4	\$3,400.00	\$13,600.00
26	Cross Gutter				
	237310	SF	1000	\$28.00	\$28,000.00
27	Curb Ramp (Type A) with Detectable Warning	g Tiles			
	237310	EA	8	\$4,900.00	\$39,200.00
28	Curb Ramp (Type B) with Detectable Warning	g Tiles			
	237310	EA	1	\$4,700.00	\$4,700.00
29	Curb Ramp (Type C-1) with Detectable Warni	ing Tiles			
	237310	EA	1	\$4,700.00	\$4,700.00
30	Curb Ramp (Type C-2) with Detectable Warni	ng Tiles			
	237310	EA	6	\$4,900.00	\$29,400.00
31	Additional Sidewalk				
	237310	SF	300	\$16.00	\$4,800.00
32	Abandon Existing Manhole Outside of Trench				
	237110	EA	1	\$3,200.00	\$3,200.00
33	Abandon and Fill Existing Sewer Main (15 Ind	ch) Outside of t	he Trench Limit		
	237110	LF	19	\$27.00	\$513.00
34	Abandon and Fill Existing Sewer Main (21 Ind	,			
	237110	LF	19	\$27.00	\$513.00
35	Additional Bedding				
	237110	CY	50	\$22.00	\$1,100.00
36	Sewer Main ( 8 Inch)				
	237110	LF	575	\$231.00	\$132,825.00

Mira Mesa Trunk Sewer Improvement (K-19-1784-DBB-3), bidding on October 23, 2018 2:00 PM (Pacific)

<b>Type</b> 37	<b>Item Code</b> Sewer Main ( 15 Inch)	UOM	Qty	Unit Price	Line Total	Comment
	237110	LF	338	\$227.00	\$76,726.00	
38	Sewer Main (18 Inch, SDR-26)					
	237110	LF	1952	\$1,300.00	\$2,537,600.00	
39	Trench Shoring					
	237110	LS	1	\$481,230.00	\$481,230.00	
40	Imported Backfill For Trench					
	237110	TON	1241	\$20.00	\$24,820.00	
41	Manholes ( 4 ft x 3 ft)					
	237110	EA	3	\$7,500.00	\$22,500.00	
42	Manholes ( PVC Lined 4 ft x 3 ft)					
	237110	EA	3	\$11,500.00	\$34,500.00	
43	Replace Existing Manholes (PVC Lined, 5 f	't x 3 ft)				
	237110	EA	3	\$30,000.00	\$90,000.00	
44	Repair Existing Manholes ( 5 ft x 3 ft)					
	237110	EA	2	\$9,000.00	\$18,000.00	
45	Repair Existing Manholes ( 4 ft x 3 ft)					
	237110	EA	3	\$7,000.00	\$21,000.00	
46	Replace Existing Manholes with 8 feet Dian					
	237110	EA	2	\$35,000.00	\$70,000.00	
47	Replace Existing Manholes with 7 feet Dou					
	237110	EA	2	\$85,000.00	\$170,000.00	
48	Replace Existing Manholes with 6 feet Dou				¢05 000 00	
	237110	EA	1	\$65,000.00	\$65,000.00	
49	Sewer Lateral and Cleanout ( 4 Inch, Street		20	¢4 400 00	¢118.000.00	
	237110	EA	29	\$4,100.00	\$118,900.00	
50	Sewer Lateral and Cleanout with Backwate 237110	r Device ( 4 Inch EA	ı, Street) 4	\$4,400.00	\$17,600.00	
<b>E</b> 4			7	ψτ,τ00.00	ψ17,000.00	
51	Cleaning and Video Inspection of Existing F 237110	Ipelines LF	3956	\$4.00	\$15,824.00	
52				φ1.00	¥10,021.00	
52	Cleaning and Video Inspection of Existing L 237110	LF	325	\$10.00	\$3,250.00	
				÷	÷;,200.00	

Printed 10/23/2018

Mira Mesa Trunk Sewer Improvement (K-19-1784-DBB-3), bidding on October 23, 2018 2:00 PM (Pacific)

Printed 10/23/2018

<b>Type</b> 53	Item Code Video Inspection of Pipelines for Acceptance	UOM	Qty	Unit Price	Line Total	Comment
	237110	LF	4281	\$4.00	\$17,124.00	
54	Striping					
	237310	LS	1	\$6,400.00	\$6,400.00	
55	Rehabilitate Sewer Main (15 Inch)					
	237110	LF	872	\$189.00	\$164,808.00	
56	Rehabilitate Sewer Main (21 Inch)					
	237110	LF	2289	\$203.00	\$464,667.00	
57	Rehabilitate Sewer Main (24 Inch)					
	237110	LF	796	\$516.00	\$410,736.00	
58	Point Repair for Existing Sewer Main (15 Inch)					
	237110	EA	2	\$20,000.00	\$40,000.00	
59	Additional Point Repair for Existing Sewer Main	n (15 Inch)				
	237110	LF	4	\$20,000.00	\$80,000.00	
60	Service Lateral Rehabilitation with Cleanout up	o to 7 ft in De	epth			
	237110	EA	5	\$3,500.00	\$17,500.00	
61	Service Lateral Rehabilitation with Cleanout gr	eater than 7	ft in Depth			
	237110	EA	8	\$3,500.00	\$28,000.00	
62	Rehabilitate Existing Manhole					
	237110	EA	19	\$6,000.00	\$114,000.00	
63	Service Lateral Connection					
	237110	EA	13	\$5,700.00	\$74,100.00	
64	Traffic Control					
	237310	LS	1	\$115,000.00	\$115,000.00	
65	Flashing Arrow Boards					
	237310	LS	1	\$3,600.00	\$3,600.00	
66	Portable Changeable Message Signs (EOC Ty	vpe I)				
	237310	AL	1	\$5,000.00	\$5,000.00	
67	Remove and Reinstall Traffic Signs					
	238210	EA	4	\$400.00	\$1,600.00	
68	Remove and Reinstall Existing Light Pole					
	238210	EA	1	\$13,000.00	\$13,000.00	

Mira Mesa Trunk Sewer Improvement (K-19-1784-DBB-3), bidding on October 23, 2018 2:00 PM (Pacific)

Printed 10/23/2018

Туре	Item Code	UOM	Qty	Unit Price	Line Total Con	nment
69	Pedestrian Barricade					
	237310	EA	3	\$1,300.00	\$3,900.00	
70	Tree Trimming					
	561730	EA	3	\$2,100.00	\$6,300.00	
71	Root Pruning					
	561730	EA	3	\$1,300.00	\$3,900.00	
72	Root Control Barrier					
	561730	EA	3	\$1,300.00	\$3,900.00	
				Subtotal Total	\$6,173,717.00 \$6,173,717.00	
Subco	ontractors					
	& Address	Description	License Num	CADIR	Amount	•••
PO Box	CA 91908	Site Concrete	885270	1000005182	\$85,425.00	PQUAL,SLBE
10467 F	<b>ar Pipeline, Inc.</b> Roselle Street ego, CA 92121-1503 States	Portions of Sewer Pipeline (Portions of Bid Item 38, 39, 47, 48, and 64)	724178	1000005065	\$1,285,000.00	ELBE,DBE,HUBZ,C/ DIR,WOSB
9053 O	Valley, CA 91977	AC Paving	364113	1000039542	\$49,000.00	NAT,MALE,PQUAL, MBE,CADIR
26713 N	al Coating & Lining Madison Avenue a, CA 92562 States	Manhole Lining	886430	1000013795	\$77,539.00	
1615 La	<b>Structures</b> a Mirada Dr ego, CA 92078 States	Precast Manholes	425215	1000004446	\$107,261.00	
120 No	<b>Specialties, Inc.</b> rth Second Ave ⁄ista, CA 91910-1127 States	Striping	298637	1000003515	\$7,895.00	DBE, WBE
	Crystal View Lane CA 92064	Service Lateral Rehabilitation	960845	1000010925	\$19,500.00	CADIR,CAU,MALE,S LBE
Trench 22118 \$	<b>vest Pipeline and less Corp.</b> 5. Vermont Avenue ce, CA 90502 States	CIPP Lining	773862	1000002176	\$472,380.00	CADIR,PQUAL
<b>Inc.</b> PO Box 14436 \$	an Asphalt South, 310036 Santa Ana Ave a, CA 92331 States	Slurry Seal	784969	100000645	\$69,725.00	CAU,MALE,CADIR,F QUAL

Line Totals	(Unit Price	* Quantity)							
							Orion	Orion	
							Construction	Construction	
					Unit of		Corporation -	Corporation -	
Item Num	Section	Item Code	Description	Reference	Measure	Quantity	Unit Price	Line Total	
1	Main Bid	524126	Bonds (Paym	2-4.1	LS	1	\$56,000.00	\$56,000.00	
2	Main Bid	334290	Remote Cont	2-11.1.6	AL	1	\$18,500.00	\$18,500.00	
3	Main Bid	541690	Paleontologio	6-3.2.3.1	LF	243	\$18.00	\$4,374.00	
4	Main Bid	541690	Paleontologio	6-3.2.5.1	CY	3	\$35.00	\$105.00	
5	Main Bid	541690	Suspension o	6-3.2.2.1 OR 6	DAYS	5	\$1,000.00	\$5,000.00	
6	Main Bid	237110	Sewage Bypa	7-8.5.4	LS	1	\$2,000.00	\$2,000.00	
7	Main Bid	541330	WPCP Develo	7-8.6.4.2	LS	1	\$2,000.00	\$2,000.00	
8	Main Bid	237990	WPCP Impler	7-8.6.4.2	LS	1	\$75,000.00	\$75,000.00	
9	Main Bid	238990	Video Record	7-9.1.1	LS	1	\$1,000.00	\$1,000.00	
10	Main Bid	237110	Mobilization	9-3.4.1	LS	1	\$50,000.00	\$50,000.00	
11	Main Bid		Field Orders	9-3.5	AL	1	\$200,000.00	\$200,000.00	
12	Main Bid	237310	Adjust Existin	301-1.7	EA	2	\$650.00	\$1,300.00	
13	Main Bid	237310	Adjust Survey	301-1.8.1	EA	2	\$1,200.00	\$2,400.00	
14	Main Bid	237310	Asphalt Pave	302-3.2	TON	23	\$792.00	\$18,216.00	
15	Main Bid	237310	Rubber Polyn	302-4.12.4	SF	73847	\$0.50	\$36,923.50	
16	Main Bid	237310	Rubber Polyn	302-4.12.4	SF	77547	\$0.50	\$38,773.50	
17	Main Bid	237310	Rubber Polyn	302-4.12.4	SF	3700	\$1.75	\$6,475.00	
18	Main Bid	237310	Rubber Polyn	302-4.12.4	SF	3700	\$1.75	\$6,475.00	
19	Main Bid	237310	Pavement Re	302-5.2.1	SF	2878	\$13.00	\$37,414.00	
20	Main Bid	237310	Contractor D	303-5.9	EA	4	\$330.00	\$1,320.00	
21	Main Bid	237310	Remove and	303-5.9	SF	60	\$30.00	\$1,800.00	
22	Main Bid	237310	Curb and Gut	303-5.9	LF	15	\$97.00	\$1,455.00	
23	Main Bid	237310	Additional Cu	303-5.9	LF	10	\$95.00	\$950.00	
24	Main Bid	237310	Additional Sig	303-5.9	SF	160	\$20.00	\$3,200.00	
25	Main Bid	237310	Replace Spee	303-5.9	EA	4	\$3,400.00	\$13,600.00	
26	Main Bid	237310	Cross Gutter	303-5.9	SF	1000	\$28.00	\$28,000.00	
27	Main Bid	237310	Curb Ramp (1	303-5.10.2	EA	8	\$4,900.00	\$39,200.00	
28	Main Bid	237310	Curb Ramp (1	303-5.10.2	EA	1	\$4,700.00	\$4,700.00	
29	Main Bid	237310	Curb Ramp (1	303-5.10.2	EA	1	\$4,700.00	\$4,700.00	

						44.000.00	400,400,00	
	Main Bid	237310 Curb Ramp		EA	6	\$4,900.00	\$29,400.00	
	Main Bid	237310 Additional S		SF	300	\$16.00	\$4,800.00	
	Main Bid	237110 Abandon Ex		EA	1	\$3,200.00	\$3,200.00	
33	Main Bid	237110 Abandon ar	nd <mark>306-3.3.3</mark>	LF	19	\$27.00	\$513.00	
34	Main Bid	237110 Abandon ar	nd <mark>306-3.3.3</mark>	LF	19	\$27.00	\$513.00	
35	Main Bid	237110 Additional E	30 <mark>6-15.1</mark>	CY	50	\$22.00	\$1,100.00	
36	Main Bid	237110 Sewer Mair	( <mark>306-15.1</mark>	LF	575	\$231.00	\$132,825.00	
37	Main Bid	237110 Sewer Mair	( <mark>306-15.1</mark>	LF	338	\$227.00	\$76,726.00	
38	Main Bid	237110 Sewer Mair	( <mark>306-15.1</mark>	LF	1952	\$1,300.00	\$2,537,600.00	
39	Main Bid	237110 Trench Sho	rir <mark>306-15.2</mark>	LS	1	\$481,230.00	\$481,230.00	
40	Main Bid	237110 Imported B	ac <mark>306-15.12</mark>	TON	1241	\$20.00	\$24,820.00	
41	Main Bid	237110 Manholes (	4 <mark>306-16.6</mark>	EA	3	\$7,500.00	\$22,500.00	
42	Main Bid	237110 Manholes (	P <mark>306-16.6</mark>	EA	3	\$11,500.00	\$34,500.00	
43	Main Bid	237110 Replace Exi	st <mark>306-16.6</mark>	EA	3	\$30,000.00	\$90,000.00	
44	Main Bid	237110 Repair Exist	ir <mark>306-16.6</mark>	EA	2	\$9,000.00	\$18,000.00	
45	Main Bid	237110 Repair Exist	ir <mark>306-16.6</mark>	EA	3	\$7,000.00	\$21,000.00	
46	Main Bid	237110 Replace Exi	st <mark>306-16.6</mark>	EA	2	\$35,000.00	\$70,000.00	
47	Main Bid	237110 Replace Exi	st <mark>306-16.6</mark>	EA	2	\$85,000.00	\$170,000.00	
48	Main Bid	237110 Replace Exi	st <mark>306-16.6</mark>	EA	1	\$65,000.00	\$65,000.00	
49	Main Bid	237110 Sewer Later	ra <mark>306-17.2</mark>	EA	29	\$4,100.00	\$118,900.00	
50	Main Bid	237110 Sewer Later	ra <mark>306-17.2</mark>	EA	4	\$4,400.00	\$17,600.00	
51	Main Bid	237110 Cleaning an	d <mark>306-18.7</mark>	LF	3956	\$4.00	\$15,824.00	
52	Main Bid	237110 Cleaning an	d <mark>306-18.7</mark>	LF	325	\$10.00	\$3,250.00	
53	Main Bid	237110 Video Inspe	ct <mark>306-18.7</mark>	LF	4281	\$4.00	\$17,124.00	
54	Main Bid	237310 Striping	<mark>314-4.3.7 AN</mark>	<mark>(</mark> LS	1	\$6,400.00	\$6,400.00	
55	Main Bid	237110 Rehabilitate	e \$ <mark>500-1.1.9</mark>	LF	872	\$189.00	\$164,808.00	
56	Main Bid	237110 Rehabilitate	e \$ <mark>500-1.1.9</mark>	LF	2289	\$203.00	\$464,667.00	
57	Main Bid	237110 Rehabilitate	e \$ <mark>500-1.1.9</mark>	LF	796	\$516.00	\$410,736.00	
58	Main Bid	237110 Point Repai	r <mark>500-1.2.7</mark>	EA	2	\$20,000.00	\$40,000.00	
59	Main Bid	237110 Additional F	20 <mark>500-1.2.7</mark>	LF	4	\$20,000.00	\$80,000.00	
60	Main Bid	237110 Service Late	er <mark>500-1.6.6</mark>	EA	5	\$3,500.00	\$17,500.00	
61	Main Bid	237110 Service Late	er <mark>500-1.6.6</mark>	EA	8	\$3,500.00	\$28,000.00	
62	Main Bid	237110 Rehabilitate	e <mark>  500-2.10.2</mark>	EA	19	\$6,000.00	\$114,000.00	
63	Main Bid	237110 Service Late	er <mark>500-4.9</mark>	EA	13	\$5,700.00	\$74,100.00	

64	Main Bid	237310	Traffic Contro	601-6	LS	1	\$115,000.00	\$115,000.00	
65	Main Bid	237310	Flashing Arro	601-6	LS	1	\$3,600.00	\$3,600.00	
66	Main Bid	237310	Portable Cha	601-6	AL	1	\$5,000.00	\$5,000.00	
67	Main Bid	238210	Remove and	701-2	EA	4	\$400.00	\$1,600.00	
68	Main Bid	238210	Remove and	701-2	EA	1	\$13,000.00	\$13,000.00	
69	Main Bid	237310	Pedestrian Ba	701-2	EA	3	\$1,300.00	\$3,900.00	
70	Main Bid	561730	Tree Trimmir	801-9	EA	3	\$2,100.00	\$6,300.00	
71	Main Bid	561730	<b>Root Pruning</b>	801-9	EA	3	\$1,300.00	\$3,900.00	
72	Main Bid	561730	Root Control	801-9	EA	3	\$1,300.00	\$3,900.00	
								\$6,173,717.00	
								\$6,173,717.00	