

City of San Diego

CONTRACTOR'S NAME: Michels Corporation
ADDRESS: 210 West Becher Street, Suite 800, Milwaukee, Wisconsin 53207
TELEPHONE NO.: (920) 539-3405 **FAX NO.:** _____
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
J. Adam / A. Jaro / L. I. Russell

BIDDING DOCUMENTS



FOR

HARBOR DRIVE TRUNK SEWER REPLACEMENT

BID NO.: K-22-1972-DBB-3-A
SAP NO. (WBS/IO/CC): S-18006
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 3, 8
PROJECT TYPE: JB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM
MAY 12, 2022

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

3/25/2022

Date

Seal:



2) For City Engineer

3/25/2022

Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

| ITEM | DOCUMENT TO BE SUBMITTED | WHEN DUE | FROM |
|------|--|---|----------------|
| 1. | Bid Bond (PDF via PlanetBids) | At Time of Bid | ALL BIDDERS |
| 2. | Contractors Certification of Pending Actions | At Time of Bid | ALL BIDDERS |
| 3. | Mandatory Disclosure of Business Interests | At Time of Bid | ALL BIDDERS |
| 4. | Debarment and Suspension Certification for Prime Contractors | At Time of Bid | ALL BIDDERS |
| 5. | Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgers | At Time of Bid | ALL BIDDERS |
| 6. | Bid Bond (Original) | By 5PM 3 working days after bid opening | ALL BIDDERS |
| 7. | SLBE Good Faith Effort Documentation | By 5PM 3 working days after bid opening | ALL BIDDERS |
| 8. | Form AA60 – List of Work Made Available | By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation | ALL BIDDERS |
| 9. | If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License | Within 10 working days of receipt by bidder of contract forms | AWARDED BIDDER |

| ITEM | DOCUMENT TO BE SUBMITTED | WHEN DUE | FROM |
|------|---|---|----------------|
| 10. | Payment & Performance Bond: Certificates of Insurance & Endorsements | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |
| 11. | Signed Contract Agreement Page | Within 3 working days of receipt by bidder of Contract Agreement | AWARDED BIDDER |
| 12. | Listing of "Other Than First Tier" Subcontractors | Within 10 working days of receipt by bidder of contract forms | AWARDED BIDDER |

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Harbor Drive Trunk Sewer Replacement**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$32,800,000**.
4. **BID DUE DATE AND TIME ARE: May 12, 2022 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 classification: **A**
 - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** Tunneling work shall be performed by a **C-34** Licensed (sub)contractor registered by the California Contractor's State License Board. Dewatering work shall be performed by a **C-57** Licensed (sub)contractor registered by the California Contractor's State License Board.
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 | 5.6% |
| 2. ELBE participation | 9.4% |
| 3. Total mandatory participation | 15.0% |
 - 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 (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort

to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

8. **PRE-BID SITE VISIT:** All those wishing to submit a bid are **encouraged** to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:

Time: 10:00 AM
Date: April 19, 2022
Location: 2 11th Ave., San Diego, CA 92113

9. **AWARD PROCESS:**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. The low Bid will be determined by the Base Bid.
- 9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

10. **SUBMISSION OF QUESTIONS:**

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

JEEspindola@sandiego.gov

- 10.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
 - 10.3.** 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.
 - 10.4.** 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.
- 11. 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>
- 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 [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego’s electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City’s bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City’s bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City’s bidding system will keep a history of every login instance including the time of login, and other information about the user’s computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers’ cookies will not be able to log in and use the City’s bidding system.
- 2.3. The City’s electronic bidding system is responsible for bid tabulations. Upon the bidder’s or proposer’s entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City’s bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the “Bid Due Date and Time” are not available for review by anyone other than the submitter 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 online. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
- 2.7.1. **Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user’s internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder’s submission to upload and be received by the City’s eBidding system. It is the bidder’s sole responsibility to ensure their bids are

received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.
7. **INSURANCE REQUIREMENTS:**
- 7.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 7.2. Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
8. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

| Title | Edition | Document Number |
|--|---------|-----------------|
| Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/ | 2018 | PWPI010119-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook | 2018 | PWPI010119-02 |
| City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw | 2018 | PWPI010119-03 |
| Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings | 2018 | PWPI010119-04 |
| California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications | 2018 | PWPI030119-05 |
| CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications | 2018 | PWPI030119-06 |
| California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files | 2014 | PWPI060121-10 |
| <p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p> | | |

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 **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective

as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

10. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

11. CONTRACT PRICING: This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. SUBCONTRACTOR INFORMATION:

12.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on 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 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.

- 17. ONLY ONE BID PER CONTRACTOR SHALL BE 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. By 5PM, 3 working days after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 3 working days after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 3 working days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

Original Bid Bond shall be submitted to:
Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS56
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

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

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

22. THE CONTRACT:

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

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the

proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

24. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

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

25. PRE-AWARD ACTIVITIES:

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND.

Michels Corporation, a corporation, as principal, and Western Surety Company & Liberty Mutual Insurance 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 Thirty Million Nine Hundred Eighty Seven Thousand Three Hundred Ninety Eight Dollars and Seventy Five Cents (\$30,987,398.75) for the faithful performance of the annexed contract, and in the sum of Thirty Million Nine Hundred Eighty Seven Thousand Three Hundred Ninety Eight Dollars and Seventy Five Cents (\$30,987,398.75) 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.

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

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: [Signature]

By: [Signature]

Print Name: Matthew Vespi
Chief Financial Officer
Office of the Chief Financial Officer Department

Print Name: Adam Waudner
Deputy City Attorney

Date: August 18, 2022

Date: 8/23/22

CONTRACTOR

SURETY

By: [Signature]

By: [Signature]
Attorney-In-Fact

Print Name: Mark E. Goettel

Print Name: Heather R. Goedel

Date: June 22, 2022

Date: June 22, 2022



151 N. Franklin Street, Chicago, IL 60606 &
175 Berkeley Street, Boston, MA 02116
Local Address of Surety

312-822-5000 & 617-357-9500
Local Phone Number of Surety

\$162,684.00
Premium

30156975/190050412
Bond Number

ACKNOWLEDGMENT

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

State of ~~California~~ Minnesota
County of Hennepin)

[Signature]
Print Name: Heather R. Goedel

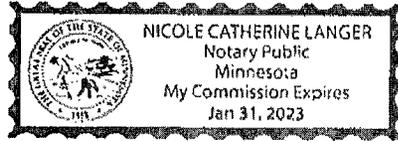
On June 22, 2022 before me, Nicole Catherine Langer, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



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

Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Megan Nicole Scott, Michelle Halter, Individually

of Bloomington, MN, 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

State of MINNESOTA
County of Hennepin

- 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 14th day of February, 2022.

WESTERN SURETY COMPANY

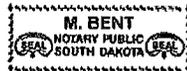


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of February, 2022, 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
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of June, 2022



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8208081-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blakc S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Heather R. Goedtel; Jessica Hoff; Kelly Nicole Enghausser; Laurie Pflug; Megan Scott; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of May, 2022



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

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126944
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of June, 2022



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of the Harbor Drive Trunk Sewer Replacement Project consists of replacement of 1,044.93 LF of existing 12 inch ESVCP with 18 inch PVC Sewer Main, 279.18 LF of 12 inch ESPVC with 20 inch FPVC and 21 inch PVC under BNSF and MTS Right-of-Way using trenchless methods, 3,175.67 LF of 15 through 24 inch Techite Pipe with 30 inch FPVC inside a 54 inch steel casing using trenchless methods and all other work and appurtenances in Contract Specifications.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **41395-01-D** through **41395-32-D** and **41395-TC1-D** through **41395-TC11-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**.
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **370 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

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

2. POST-AWARD

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

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, 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-22-1972-DBB-3-A

CONTRACT TITLE: Harbor Drive Trunk Sewer Replacement

CONTRACTOR: Michels Corporation

| Funding Phase | Phase Description | Phase Start | Phase Finish | Not-to- Exceed Amount |
|---------------|--|-------------------|--------------|-----------------------|
| 1 | <p>1.1 Start Up Permits Submittals Engineering Material Procurement Administrative Project Setup Contracting Communications Mobilization</p> <p>1.2 Construction Site Preparation Shaft Construction Dewatering Sewer Inspection, Archaeological Survey</p> <p>1.3 Soils (Testing, Sampling, Site Storage, Handling, Loading, Transportation and Disposal)</p> <p>1.4 Site Restoration Sidewalk Temporary Resurfacing Potholing Asphalt Pavement Repair</p> <p>1.5 Construction Shaft Construction Archaeological Survey</p> <p>1.6 Trenchless Installation Auger Bore 30" Steel Casing and 20" FPVC Pipe Imported Soil Backfill</p> <p>1.7 Soils (Testing, Sampling, Site Storage, Handling, Loading, Transportation and Disposal)</p> <p>1.8 Site Restoration RPM Slurry Asphalt Pavement Repair Abandon and Fill Existing 12-inch Sewer Main Manhole</p> <p>1.9 Traffic Control</p> | Notice To Proceed | 07/31/2023 | \$16,211,656.69 |

| | | | | |
|-----------------------|--|------------|----------------------|------------------------|
| 2 | 2.1 Reopening Shafts 2.2 Trenchless Installation Slip-line 54" Steel Casing and 30" FPVC Pipe Imported Soil Backfill 2.3 Construction Shafts Backfill 2.4 Soils (Testing, Sampling, Site Storage, Handling, Loading, Transportation and Disposal) 2.5 Open Cut Lateral Sewer Mains 2.6 Site Restoration RPM Slurry Asphalt Pavement Repair Manhole Pervious Concrete Pavement Median Curb and Gutter (Type B-1) Paint and Thermoplastic Striping and Marking 2.7 Open Cut Install 12" ESVCP Imported Soil Backfill Archaeological and Paleontological Survey 2.8 Soils (Testing, Sampling, Site Storage, Handling, Loading, Transportation and Disposal) 2.9 Site Restoration RPM Slurry Asphalt Pavement Repair Manhole Cross Gutter Curb Ramp (Type A and Type B) 2.10 Traffic Control | 08/01/2023 | Notice of Completion | \$14,775,742.06 |
| Contract Total | | | | \$30,987,398.75 |

Notes:

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

CITY OF SAN DIEGO

PRINT NAME: DINO CIAFRE

Signature: Construction Senior Engineer
ISW U

Date: 7-18-2022

PRINT NAME: Brian Vitelle
Design Senior Engineer

Signature: Brian Vitelle

Date: 7/18/2022

CONTRACTOR

PRINT NAME: JOHN ISRAEL

Title: SR. PROJECT MANAGER

Signature: JL

Date: 7/18/2022

ATTACHMENT C

RESERVED

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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

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

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

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

PART 0 - EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

0-12 CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed

money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

1-2 TERMS AND DEFINITIONS. To the “WHITEBOOK”, items 43, 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, “EXTRA WORK” or 2-9, “CHANGED CONDITIONS”. A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract. The unused portion of the Field Order shall revert to the City upon Acceptance.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the “WHITEBOOK”, item 54, “Normal Working Hours”, ADD the following:

The **Normal Working Hours** are **7:00 AM to 3:30 PM** except for:

- a) No construction activities to occur and no construction equipment, materials, traffic control, fencing or other construction related items within Trevor Hoffman Way (from Imperial Avenue to the MTS right-of-way) and Imperial Avenue on Padres home game dates during the regular season, post-season schedule and during the large events listed below (including load in and load out dates). Dates are subject to change. Contractor shall coordinate actual dates with the Ballpark and account for and coordinate all anticipated moratoriums in their construction schedule.

- March 19, 2022 (Kaskade in GS)
- March 20, 2022 (SD Hot Chocolate 5K)
- April 8 – 11, 2022 (Pedal the Cause)
- July 27, 2022 (Red Hot Chili Peppers)
- August 28, 2022 (The Stadium Tour)
- September 17 and 18, 2022 (Bad Bunny)
- December 26 – January 1, 2023 (Holiday Bowl)

- b) No construction activities shall occur for the entire project during the 10-day Comic Con period (July 18 – 28, 2021 for example) and future event years. Construction equipment, materials, traffic control, fencing and other construction related items shall be removed from the site during Comic Con. Dates are subject to change. The contractor shall account for and coordinate all anticipated moratoriums in their construction schedule.
- c) At the intersection of Tony Gwynn Drive and Trevor Hoffman Way and throughout the duration of the Contract, the Contractor shall maintain one lane for continuous tractor trailer ingress and egress between the Lexus Premier Lot and both Tony Gwynn Drive and Trevor Hoffman Way. Caution, vertical clearance is limited on the southern side of the pedestrian underpass. Contractor to provide flagmen and coordinate with the Ballpark regarding actual ingress and egress dates and times. See Supplementary Special Provisions for tentative Ballpark events list.
- d) At the entrance to the Lexus Premier Lot at 11th Avenue and Imperial Avenue, during construction hours, Contractor to provide flagmen and maintain two ingress and one egress lane on the day of and prior to an event, and one ingress and two egress lanes immediately following an event. Contractor to coordinate with the Ballpark regarding actual event schedules.
- e) Nighttime construction may be allowed with prior City authorization.

To the “WHITEBOOK”, ADD the following:

- 108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
- 111. **Railroad** - The term "Railroad" shall mean the San Diego Metropolitan Transit System (MTS) and San Diego Trolley Inc. (SDTI) and/or San Diego Arizona & Eastern Railroad (SD&AE) and BNSF Railway. The Contractor must understand the Contractor's right to enter Railroad's right of way is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's right of way to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's right of way, employees, and operations.

1-7.1.3

Requests for Information (RFI). To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.
2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, you shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

1-7.2

Contract Bonds. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
 - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and, in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

- 7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:
 Deputy Director
 Construction Management and Field Engineering Division
 9573 Chesapeake Drive San Diego, CA 92123

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. The City has acquired the following license agreements. The Contractor is responsible to pull the construction permits:
 - a) BNSF Pipeline License Agreement. See Appendix L.
 - b) MTS Railroad Right-of-Way License. See Appendix M.
 - c) Port of San Diego Right of Entry License Agreement. See Appendix N.

2-2.2 Caltrans Encroachment Permit. To the "WHITEBOOK", DELETE in its entirety.

ADD:

2-2.4 Railroad Right of Entry Requirements.

The Contractor shall obtain a Right of Entry Permit from the Railroad prior to entering or constructing on property owned by the Railroad. The Contractor shall abide by the terms of the Right of Entry Permit. The terms of the Right of Entry Permit will govern if there are any conflicts with these contract special provisions. Information on obtaining a Right of Entry Permit can be obtained at <http://www.sdmts.com/business-center-permits/right-entry> or contacting MTS Right of Way Services Tel (619) 557-4501 email: mtsrow@sdmts.com.

ADD:

2-3.1

BNSF Right of Way. Contractor is required to notify the BNSF Roadmaster ten (10) days prior to beginning work. The Contractor (all parties who will be working within railroad right of way) is required to complete the BNSF safety training program and get badged. Training information can be found at <https://bnsfcontractor.com/>. Training must be completed no more than one year in advance of entry to BNSF right of way. Additionally, Contractor is required to comply with requirements set forth in fully executed BNSF License Agreement. The BNSF License Agreement document can be found at the location below within the BNSF Reference Documents folder.

https://drive.google.com/drive/folders/1IQ8_sHTuftZJjnLEw4q26ljNDVYjLFvy

ADD:

2-3.2

MTS Right of Way. Contractor is required to provide written notice a minimum of five (5) days prior to beginning work. The Contractor (all parties who will be working within MTS/SDA&E right of way) is required to complete the MTS Rail Safety Training Certification prior to entering MTS right of way. For training information, email RWST@SDMTS.COM. Training must be completed no more than one year in advance of entry to MTS right of way.

ADD:

2-3.3

Port of San Diego (Port) Right of Way. Prior to beginning construction within Port Right of Way, Contractor is required to secure Right of Entry License Agreement (ROELA) and Tidelands Use and Occupancy Permit (TUOP) and comply with requirements set forth in Port District Conditional Project Approval including but not limited to submitting Erosion and Sediment Control Plan and Hazardous Materials

Work Plan for Port approval. The Port District Conditional Project Approval document can be found at the location below within the Port of San Diego Supplemental Reference Documents folder.

https://drive.google.com/drive/folders/1IQ8_sHTuftZlJnLEw4q26ljNDVYjLFvy?usp=sharing

ADD:

2-4.1

Ballpark Administration. Contractor shall contact Ballpark Administrator, George Katsikaris (619) 236-6733, GKatsikaris@sandiego.gov prior to any construction activities near the Ballpark in or near Tony Gwynn Dr, Trevor Hoffman Way, Park Blvd, and Imperial Ave. See Sheet G-3 for additional Ballpark Coordination Notes and Ballpark Administration Reference Documents for the Ballpark event schedule and Phase 2 traffic control requirements:

https://drive.google.com/drive/folders/1IQ8_sHTuftZlJnLEw4q26ljNDVYjLFvy?usp=sharing

2-4.2

San Diego Convention Center Corporation. Contractor shall contact San Diego Convention Center Corporation, Karen Totaro (619) 525-5150, karen.totaro@visitsandiego.com prior to any construction activities near the Convention Center in or near the intersection of Park Blvd and Harbor Dr.

SECTION 3 – CONTROL OF THE WORK

3-2

SELF-PERFORMANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.

3-3

SUBCONTRACTORS. To the “WHITEBOOK”, ADD the following:

6. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

3-7.5

As-Builts. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You are responsible for completion of the As-Built drawings.
2. You shall keep and maintain, at the job site, one set of As-Built Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which

were not indicated on the Contract Drawings. Said As-Built Drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the Work as actually constructed. These master As-Built Drawings of your representation of as-built conditions, including all revisions made necessary by addenda and change orders shall be maintained up-to-date during the progress of the Work.

3. As-built drawings shall be accessible to the Construction Manager at all times during the construction period.
4. Final payment will not be acted upon until your prepared As-Built Drawings have been delivered to the Construction Manager. Said up-to-date As-Built Drawings shall be in the form of a set of prints with carefully plotted information overlaid in red.
5. Upon substantial completion of the Work and prior to final acceptance, you shall finalize and submit 1 complete set of full sized, 24-inch by 36-inch, original Mylar final As-Built Drawings (CADD plots) and CADD files prepared in accordance with the City's CADD standards. Each CADD Mylar drawing sheet shall be wet stamped and signed by qualified responsible engineers registered in the State of California and shall be stamped and wet signed by the architect or engineer of record as required by law. Other applicable portions of the drawing title blocks shall be signed by you. This set of drawings shall consist of corrected drawings showing the reported location of the Work. The information you submit in the As-built Drawings will be assumed to be correct, and you shall be responsible for the accuracy of such information, and for any errors or omissions which may appear on the As-Built Drawings as a result.
6. Drawing Mylars shall be 3 mils minimum thickness.

3-8.2 Working Drawings. To the "WHITEBOOK", TABLE 3-8.2, ADD the following:

| Item | Section No. | Title | Subject |
|------|------------------------|---|------------|
| 18 | 209-.2.2.2 and 306-8.1 | Fabricated Steel Pipe, specials, joints and appurtenances | Steel Pipe |

3-8.3 Shop Drawings: To the "GREENBOOK", TABLE 3-8.3, ADD the following:

| Item | Section No. | Title | Subject |
|------|-------------|--|------------|
| 5 | 02160 | Pit Shaft Excavation and Support | Submittals |
| 6 | 307-1 | Jacking Operations | Submittals |
| 7 | 02441 | Contact Grouting | Submittals |
| 8 | 02443 | Tunneling | Submittals |
| 9 | 02445 | Installation of Carrier Pipe in Steel Casing | Submittals |

3-8.4 Supporting Information. To the "WHITEBOOK", ADD the following:

4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see **Appendix H - Rehab Data Collection - Sewer Mains and Manholes Sample Data Templates**).
 - a) Sewer Mains
 - b) Manholes

**ADD:
3-8.8**

Daily Logs. To the WHITEBOOK", ADD the following:

1. Submit the following daily logs for all excavation. Payment for daily log submittals shall be included in the associated Bid item of Work.
 - a) Daily log of excavation spoils matched against estimate excavation spoils for the same length of work.
 - b) Daily log of trenchless spoils matched against estimate estimated spoils for the same length of work.

3-9 TECHNICAL STUDIES AND SUBSURFACE DATA. To the "WHITEBOOK", Item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Subsurface data including geotechnical reports, groundwater elevations, soil analyses, and characterization, monitoring well reports, and groundwater testing and analyses, and other information included or referenced in these Supplemental Special Provisions shall apply only to the location of the tests and depths indicated and shall be for information purposes only. The contractor is responsible for performing subsurface investigations, at your own expense, to determine and confirm previous subsurface data prior to the start of construction.

To the "WHITEBOOK", ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Geotechnical Investigation dated December 16, 2019 by SCST.
 - b) Subsurface Utility (Potholing) Report dated February 3, 2015 by Underground Solutions.
 - c) Subsurface Utility (Potholing) Report dated February 29, 2016 by Underground Solutions.
 - d) Subsurface Utility (Potholing) Report dated May 31, 2016 by Underground Solutions.
 - e) Geotechnical Report dated May 31, 2016 by Leighton.

- f) Hazardous Constraints Letter dated January 14, 2016 by Leighton.
- g) Groundwater Testing and Analysis dated August 23, 2019 by SCST.
- h) Monitoring Well Construction Report dated September 23, 2019 by SCST.

6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1IQ8_sHTuftZlJnLEw4q26ljNDVYjLFvy?usp=sharing

3-10 SURVEYING. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING (DESIGN-BID-BUILD).

3-10.1 General.

- 1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, "Survey Services Provided by City".
- 2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

3-10.2 Survey Services Provided by City.

- 1. Monument Perpetuation, including mark-outs. You are responsible for requesting the coordination of these services.
 - a) If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the City Engineering Support & Technical Services Division's Land Survey Section (LSS), via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.
- 2. The following surveying services (including construction staking), as defined in California Business & Professions Code §8726, shall be provided by the City:
 - a) Locating or establishing alignment or elevations of all features or structures shown on project Plans.
 - b) Locating or establishing geodetic control points for all site feature or structure locations.
 - c) Produce topographic as-built data.
 - d) Locating, establishing, or re-establishing monuments, property lines, right-of-way lines, or easement lines.
 - e) Verifying structure finish grade elevations.
- 3. All construction survey stakes, control points, and other survey related marks provided by the City shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at your expense.

3-10.3 Payment.

1. The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

3-12.1 General. To the "WHITEBOOK", ADD the following:

2. You shall provide a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.
3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.

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

3-12.5.2 Sewage Bypass and Pumping Plan. To the "WHITEBOOK", ADD the following:

11. You shall provide silent or sound attenuating by-pass pumps at all by-pass pump locations.

3-12.8.1 Permits. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Unless the type of the permit is specified in the Special Provisions, necessary permits from regulatory agencies or Public Utilities Department - Wastewater Section, if applicable, shall be obtained for the disposal of water. If you decide to discharge into the sewer system, you shall obtain a discharge permit per City of San Diego Industrial Wastewater Control Program (IWCP), Policy for Groundwater Discharges to the Sewer. If you choose to discharge into the storm drain system, you shall obtain and comply with Regional Water Quality Control Board (RWQCB) permit Order No. R9-2008- 0002 NPDES No. CAG919002 (San Diego Region for groundwater remediation and dewatering waste discharges to surface waters within the San Diego region except for San Diego Bay), or Order No. R9-2007-0034 NPDES No. CAG919001 (discharges tributary to the San Diego Bay), as well as comply with 3-12.7 "Drinking Water Discharge Requirements" as applicable.

3-12.8.7 Hazardous Waste Operations and Emergency Response (HAZWOPER) Certificate. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. If flammable liquids or other hazardous wastes are encountered during dewatering activities, construction staff shall be required to have a HAZWOPER certificate in accordance with 5-15.1, "General" and in compliance with CCR Title 8, Section 5192 and 29 CFR, Part 1910.

3-12.8.8

Payment. To the "WHITEBOOK", item 3, ADD the following:

- a) Submit supporting invoices and a Schedule of Values for the Lump Sum Bid item for "Dewatering Hazardous Contaminated Water" in accordance with 7-2.1, "Schedule of Values (SOV)". The SOV shall itemize the Work to show the following:
 - i. All costs associated with handling contaminated groundwater specified in 3-12.8.6, "Dewatering System", and 3-12.8.7, "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certificate".
 - ii. All costs associated with equipment used for dewatering hazardous contaminated groundwater, including costs for mobilization and demobilization.
 - iii. All rental and operating costs for equipment used for dewatering contaminated groundwater.

To the "WHITEBOOK", item 5, ADD the following:

- a) Submit supporting invoices and a Schedule of Values for the Lump Sum Bid item for "Dewatering Non-Hazardous Contaminated Water" in accordance with 7-2.1, "Schedule of Values (SOV)". The SOV shall itemize the Work to show the following:
 - i. All costs associated with handling non-hazardous contaminated groundwater specified in 3-12.8.6, "Dewatering System", and 3-12.8.7, "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certificate".
 - ii. All costs associated with equipment used for dewatering non-hazardous contaminated groundwater, including costs for mobilization and demobilization.
 - iii. All rental and operating costs for equipment used for dewatering non-hazardous contaminated groundwater.

ADD the following:

6. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be paid in accordance with 5-15.17, "Payment".

3-13.1

Completion. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed.

This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

3-13.1.1 Requirements Before Requesting a Walk-through. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Redlines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) If the Work includes installing an irrigation system, provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
 - k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
 - l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
 - m) Notify the Engineer to arrange a final inspection of any permanent BMPs installed.

3-13.1.2

Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through.
2. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete and request a Walk-through. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request for a Walk-through in writing or schedule and conduct a Walk-through inspection. The Engineer shall facilitate the Walk-through.
3. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
4. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
5. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
6. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
7. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
8. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, all operation and maintenance manuals have been approved, all necessary warranty letters have been received, and the work is formally accepted by the City.
9. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

3-13.2

Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3

Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost

6. Items that shall be warranted free from defective workmanship and materials for a period longer than 1 year are as follows:

| Specified Item | Minimum Warranty Period |
|--|-------------------------------------|
| Detectable Warning Tile Construction | 3 Years of Manufacturer's Warranty |
| All Work Under SECTION 500 - PIPELINE REHABILITATION | 3 Years |
| Fiber Optic Interconnect Cables | 2 Years |
| Luminaires* | 10 Years of Manufacturer's Warranty |
| LED Signal Modules | 3 Years of Manufacturer's Warranty |
| Field Devices Associated with 700-6.3, "Adaptive Control Note" | See 700-6.3.9, "Warranty" |

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10-year warranty.

7. If installed, you shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
- a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

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

2. Other adjacent projects are scheduled for construction for the same time period in the vicinity of Harbor Drive, Park Boulevard, and Imperial Avenue. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
- a) Civic San Diego Park Boulevard At-Grade Crossing Roadway Project, Robert Sutherlin Jr., (619) 533-7107, sutherlin@civicsd.com

- b) SANDAG Bayshore Bikeway Project, Kirk Bradbury, (619) 741-9400, kbradbury@qualityinfrastructure.com and Chris Carterette, chris.carterette@sandag.org SANDAG Bayshore Bikeway Design and Traffic Control plans, and tentative schedule are provided at the link below and shall be for information purposes only:

https://drive.google.com/drive/folders/1IQ8_sHTuftZlJnLEw4q26ljNDVYjLFvy?usp=sharing

- c) City of San Diego Water Group Job 525C&E Phase 1, Sabeen Cochinwala, (619) 533-4661, scochinwala@sandiego.gov

SECTION 4 - CONTROL OF MATERIALS

4-3.4 Specialty Inspection Paid for by the Contractor. To the “WHITEBOOK”, ADD the following:

- 2. The specialty inspections required are listed as follows:
 - a) Welding of Pipelines (Welding inspectors)
 - b) Asphalt concrete pavement
 - c) Structural concrete
 - d) Protective coating application
 - e) PVC fusing (Specialty Inspection is not required if the PVC fusing is performed by the manufacturer. If performed by the manufacturer, the manufacturer must submit its fusing QA/QC plan prior to performing the work).
 - f) By-Pass pumping system
 - g) Structural shoring

4-3.6 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.

4-6 TRADE NAMES. To the “WHITEBOOK”, ADD the following:

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

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

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

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

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 Contractors Pollution Liability Insurance.

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

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you.

4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5-4.2.7 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

Railroad Protective Liability Insurance policy as required by BNSF Railway Company shall only be effective during the initial installation and/or construction of the Pipeline. THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, you may contact BNSF to participate in their Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above.

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.
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 three years after completion of the Project or termination of the 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 here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your

commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

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

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

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.2 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

ADD:

5-10.1.3 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Senior Engineer, Brian Vitelle, BVitelle@sandiego.gov

Project Manager, Julie Adam, JAdam@sandiego.gov

Resident Engineer, Ali Alaeipour, AAlaeipour@sandiego.gov

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", items 2 and 3, DELETE in their entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.

5-10.3 Exclusive Community Liaison Services. To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.

5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

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

6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.
 - b) You shall be responsible for implementing, training, and submitting verification to the Engineer that construction staff have the required HAZWOPER certification before the Notice to Proceed (NTP) has been issued.

5-15.17 Payment. To the "WHITEBOOK", ADD the following:

5. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the allowance Bid item for "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification".

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "GREENBOOK", paragraph (1), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

After notification of award of the Contract and prior to the start of any Work, you shall submit your proposed Cost Loaded Construction Schedule to the Engineer at the pre-construction meeting.

To the "WHITEBOOK", item 1, subsection "e", "h", "r" and "s", DELETE in their entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- h) Your Schedule shall include 7 Working Days for the Engineer to schedule and conduct a Walk-through inspection and 15 Working Days 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
- r) The Contractor is required to submit a Schedule Narrative organized in the following manner and including:
 - i. Transmittal letter
 - ii. Work completed during the period
 - iii. Identification of unusual conditions or restrictions regarding labor, equipment, or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than regular days or hours
 - iv. Description of the current critical path
 - v. Changes to the critical path and scheduled completion date since the last schedule submittal
 - vi. Description of problem areas
 - vii. Current and anticipated delays, including:
 - a. Cause of delay
 - b. Impact of delay on other activities, milestones, and completion dates
 - c. Corrective action and schedule adjustments to correct the delay
 - viii. Pending items and status of:
 - a. Permits
 - b. Change orders
 - c. Time adjustments
 - d. Noncompliance notices
 - ix. Reasons for an early or late scheduled completion date in comparison to the work completion date

- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) 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.
- x. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
- xi. See also the “Cash Flow Forecast Example” at the location below:

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

6-1.1.2 Contracts More Than \$500,000 In Value. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Provide the Schedule to the Engineer in accordance with 6-1.1, “Construction Schedule” and 6-1.2, “Commencement of the Work”.

To the “WHITEBOOK”, ADD the following:

- 6. Schedule revisions shall be submitted utilizing a copy of the updated construction schedule as modified with proposed changes; a narrative explanation of the change(s); and a copy of a detailed "ClaimDigger" comparison with the current updated schedule detailing all changes.
- 7. Schedule revisions shall include:
 - a. Calculations using the CPM to determine controlling activities.
 - b. Duration activities less than 20 working days.
 - c. Each required constraint. Constraints other than those required by the specifications may be included only if authorized.
- 8. On each Schedule show:
 - a. Planned and actual start and completion dates of each work activity, including applicable:
 - i. Submittal development
 - ii. Submittal review and acceptance
 - iii. Material procurement
 - iv. Contract milestones and constraints
 - v. Equipment
 - vi. Interfaces with outside entities
 - vii. Erection and removal of falsework and shoring
 - viii. Test periods

- ix. Major traffic stage change
- x. Final cleanup
- b. Order that you propose to prosecute the work
- c. Logical links between the time-scaled work activities
- d. All controlling activities
- e. Legible description of each activity
- f. At least 1 predecessor and 1 successor to each activity except for project start and project end milestones
- g. Duration of at least 1 working day for each activity
- h. Start milestone date as the Contract approval date

6-1.2 Commencement of the Work. To the “WHITEBOOK”, ADD the following:

- 5. You shall submit a Cost Loaded Construction Schedule in accordance with 6-1.1, “Construction Schedule” at the scheduled pre-construction meeting.
- 6. If a Cost Loaded Construction Schedule is not provided, the pre-construction meeting will still be held. The Contract Time shall commence at issuance of the NTP, but you shall be limited to the following activities until the Cost Loaded Construction Schedule has been submitted to the Resident Engineer with no exceptions taken:
 - a) Mobilization of your trailers, associated utility setup, and grading for trailer area
 - b) Permit Procurement
 - c) Fencing and temporary utilities for your storage areas
 - d) Submittal of anticipated critical path submittals

6-1.2.1 Construction Phasing. To the “WHITEBOOK”, ADD the following:

- 3. For the first phase of construction, construct the launching and receiving pits for installing the 54-inch casing and 30-inch carrier pipe in the Harbor Dr.

See “Harbor Drive Trunk Sewer - Phasing and Schedule” document at the location below:

https://drive.google.com/drive/folders/1IQ8_sHTuftZlJnLEw4q26ljNDVYjLFvy?usp=sharing

Elements of the work include but are not limited to the following:

- a) Engineered trench shoring
- b) Dewatering

- c) Stockpiling and disposing of excavated material
- d) Evaluating and video documenting the condition of the existing 60-inch TLRCP casing and annular space between the casing and carrier pipes.
- e) If sections of the 60-inch are removed for further inspection and testing, fill the void, left by removing the 60-inch, with flowable fill or CLSM.
- f) Temporary backfill and cold-patch or structural steel trench plate pits until start of trenches construction work.
 - i. Backfill in traveled way, compact per geotechnical recommendations, and monitor and repair any settlements areas that occur prior to the start of trenchless construction.
 - ii. Trench plating to be per Greenbook and Whitebook Section 5-7.8.1. Recess trench plates such that the top of the plates match existing finished grade.
- g) Contractor to verify existing conditions prior to submitting trenchless means and methods based on ordering equipment and materials.
- h) Perform geotechnical and any other sub-surface investigations needed to confirm previous subsurface data and support construction activities and means and methods including but not limited to pit shoring, trench shoring, trenchless construction, foundation support, dewatering, soil stabilization.

6-1.5.2 Excusable Non-Compensable Delays. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

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 below:
 - a) Summer Moratorium @ Beach from Memorial Day through Labor Day. The Harbor Drive/Park Blvd intersection is a vehicular access point to an area (e.g., Marina Park, San Diego Bay waterfront, etc.) subject to the summer construction moratorium (Memorial Day through Labor Day). You shall ensure construction activities at or near this location do not prohibit access to the aforementioned areas especially during the moratorium time period.
 - b) Petco Park and Convention Center Events.
See Non-Baseball Events Schedule in the link below, in the Ball Park Administration Reference Documents folder:

https://drive.google.com/drive/folders/1IQ8_sHTuftZJInLEw4q26ljNDVYjLFvy?usp=sharing

6-4.2

Extensions of Time. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a written Change Order request with a report to the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, “Excusable Delays” unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project’s critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.

4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4 **Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1 **Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption for Harbor Drive Trunk Sewer Replacement, (As-Needed Engineering Services for Harbor Drive Trunk Sewer Upgrade)** Project No. **S-18006.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

6-6.2.1 **Archaeological and Native American Monitoring Program.** To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

6-6.2.2 **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 3-5, "INSPECTION" for details.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1

General. To the “GREENBOOK” and “WHITEBOOK”, paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the “WHITEBOOK”, ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.
 - b) There are no insurance requirements in the Contract for the damages.
3. The Lump Sum Bid item for **“Development of Launching/Receiving Pits (Excluding Dewatering and Structural Shoring)”** shall include, and not be limited to, saw cutting existing pavement, excavation, preparation of pit for launching/receiving operations, removing obstructions, installing necessary utilities for trenchless operation, geotechnical and sub-surface investigation and testing, opening, and repair of existing casing and/or sewer pipe, backfill, restoration, maintenance and protection of launching/receiving pits as specified in the Plans and Contract Documents. The actual quantity, size, and location of the launching and receiving pits required to complete the project is to be determined by the Contractor.
4. The Lump Sum Bid Item for **“Installation of P-Traps at Park 12”** shall include but not be limited to removal, disposal, and moving of existing hubless cast iron sewer pipes and supports within Park 12 garage and replacing with new hubless cast iron pipes and specialty parts as specified in the Plans and Contract Documents.
5. The Unit Price Per Cubic Yard (CY) Bid item for **“Testing, Sampling, Site Storage, and Handling of Soils Containing Burn Ash”** shall include but not be limited to the loading, transportation, and disposal of soils containing burn ash waste, in addition to the removal, testing, sampling, site storage, and handling of burn ash waste at the Truck Parking Lot Beneath Harbor Drive and/or at other locations as specified in the Plans and Contract Documents.

6. The Unit Price per Square Foot (SF) Bid Item for **“Colored Stamped Concrete Raised Median”** shall include but not be limited to the removal and disposal of existing colored stamped concrete raised median and soil bedding, replacement and recompaction of soil bedding, new concrete curb and new colored stamped concrete replaced in-kind as specified in the Plans, Contract Documents.
7. The Allowance Bid Item **“BNSF Right of Entry Permit (EOC Type I)”**, shall include but not be limited to the railroad liability insurance, pulling the permits, plan review, inspection, training, and fees associated with applying for an encroachment within and working within BNSF right of way. Flagging and other traffic control requirements for railway crossings and work within BNSF Right of Way shall be paid for in the bid item, **“Traffic Control and Working Drawings”**.
8. The Allowance Bid Item **“Port of San Diego Right of Entry Permit (EOC Type I)”** shall include but not be limited to pulling the permits, plan review, inspection, training, and fees associated with applying for a right of entry and working Port of San Diego jurisdiction. Flagging and other traffic control requirements for railway crossings and work within Port of San Diego jurisdiction shall be paid for in the bid item, **“Traffic Control and Working Drawings”**. Payment for construction BMP requirements shall be included in the bid items for **“WPCP Development”** and **“WPCP Implementation”**.
9. The Lump Sum Bid Item **“Geotechnical and Subsurface Investigation”** shall include but not limited to geotechnical and any other sub-surface investigations needed to confirm previous subsurface data and support construction activities and means and methods including but not limited to pit shoring, trench shoring, trenchless construction, foundation support, dewatering, soil stabilization.

7-3.2 Partial and Final Payment. To the **“WHITEBOOK”**, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City’s property might be responsible for or encumbered by.
 - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
 - c) Consent of Surety to Final Payment.

- d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
- e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
- f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
- g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

- 2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

7-3.2.1 Application for Progress Payment. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates.

7-3.2.2 Amount of Progress Payments. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The City will pay 6% annually for late progress payments.
- 2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.

3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.
 - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.

4. The Engineer may back charge the contract for any of the following reasons:
 - a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.

7-3.2.3 Waiver of Claims at Final Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

7-3.2.4 Withholding of Payment and Back Charge. To the "WHITEBOOK", DELETE in its entirety.

7-3.5.1 General. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used, or if none is used, for the following Bid items:
 - a) imported backfill
 - b) shoring
 - c) water services
 - d) house connection sewers
 - e) water pollution control items

2. Unit Bid prices for "Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)" shall not be subject to adjustment regardless of quantity used or if none is used.

3. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

7-3.11 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.

7-4.3 Markup. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

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 a Subcontractor's tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost then 5% for any remaining costs. You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - 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) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the "WHITEBOOK", ADD the following.

2. Provide a Class "D" Field Office.

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the "WHITEBOOK", ADD the following:

2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
3. Refer to AWWA C900-16 for all references to AWWA C905.

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

301-1.6 Preparatory Repair Work. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, “General”.

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the “GREENBOOK”, paragraphs (1) and (2), DELETE in their entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary “No Parking” signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

302-4.12.2 Application. To the “WHITEBOOK”, item 1, ADD the following:

- c) RPMS shall only be placed when ambient temperature is 50° F or higher.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.1.1 General. To the “WHITEBOOK”, ADD the following:

7. For the purposes of this section, the terms “walk” and “access ramp” shall be synonymous with “sidewalk” and “curb ramp and pedestrian ramp”, respectively.

303-8.10 Payment. To the “GREENBOOK”, ADD the following:

1. The Unit Price Bid Item for “**Pervious Concrete Pavement**” shall include, and not be limited to: SAWCUTTING, REMOVING AND DISPOSING POROUS ASPHALT; RE-USE EXISTING PERMEABLE BASE; CONSTRUCTION OF NEW POROUS CONCRETE; AND OTHER ANCILLARY ITEMS as specified in Plans,

Contract Documents, and Port of San Diego Supplemental Reference Documents:

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-3.3 **Removal and Abandonment of Existing Conduits and Structures.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. For 6 inch (152.4 mm) and larger conduits, abandoned pipe shall be filled with sand or CLSM in accordance with 201-6, "CONTROLLED LOW STRENGTH MATERIAL (CLSM)".

SECTION 307 - JACKING AND TUNNELING

ADD
307-3 **TRENCHLESS CONSTRUCTION.**

307-3.1 **General.** The trenchless pipeline construction shall be constructed per the following:

1. Define the location, depth and configuration of the launching and receiving pits at the crossings; and the traffic management plans for the proposed construction. Provide details of the proposed design(s) and submit the work plans and design calculations to the City for approval.
2. Microtunneling in the existing 60-inch RCTL is an unlikely option due to existing fibrous materials including RPM pipe and wood pipe supports. Provide trenchless methodology for installing 54-inch steel casing. Assume the existing 60-inch RCTL pipe is decayed and has little to no structural integrity.
3. Advance at least one geotechnical exploratory (supplemental) boring adjacent to each of the proposed launching and receiving pits at each crossing to 10-ft below proposed invert or 3-ft into top of the Stadium Conglomerate. The supplemental borings shall be completed within 30 days of NTP.
4. Confirm the existing ground and groundwater conditions. Inform the City immediately if there are differences from the construction documents that may affect the proposed construction.
5. Prior to ordering steel casing, field verify locations of horizontal and vertical bends in existing 60-inch RCTL pipe and submit line and grade of steel casing installation per construction documents and field verification.
6. The excavation and the installation of the steel casing shall be determined by the contractor based on the information provided in the construction documents.
7. Submit proposed work plan, construction sequence, schedule, design calculations and details of the work to the Engineer for approval.

307-3.2 Excavations. Launching and receiving pits shall be located where shown on the Plans or as approved by the City. Where no such locations are given, the Contractor shall have the option of determining such locations subject to submission of Working Drawings. Launching and receiving pits will not be permitted within street intersections unless otherwise shown on the Plans.

The Contractor shall excavate materials encountered during the trenchless operations as necessary to install the casing pipe. Completely fill the void space around the casing pipe and do whatever else is necessary to complete the casing and carrier pipe installation.

Clearances shown on the plans are minimum and no encroachment within the dimensions shown will be permitted.

Loose material in the invert shall be removed to a clean surface or undisturbed foundation prior to installing pipe. Deep depressions shall be filled with material approved by the Engineer.

Blasting is not permitted anywhere on the project.

307-3.3 Carrier Pipe. The length of each section of the carrier pipe shall be as determined by you.

Vertical installation tolerances of the carrier pipe, as measured from the design alignment shown on the drawings, shall not exceed 1-inch per 100-feet, and maximum tolerance for sag shall be 1/2-inch.

307-3.3.1 Submittals. Submit the following:

1. Working Drawings: Cross sections and profile drawings indicating relative arrangement of and dimensioned clearances between the as surveyed locations of the casing pipe, the proposed carrier pipe, casing spacers/supports, concrete/grout pipes, grout ports, termination and intermediate bulkheads, and other equipment and materials used in the performance of the work.
2. Carrier/Product Pipe Shop Drawings and Methods Statements:
 - a) Manufacturer's written recommendations for shipping, handling, installing the carrier/product pipe, cathodic protection, and backfill grouting.
 - b) Carrier pipe for tunneling application, including any design modifications made and special details for the pipe barrel, joints, and accessories necessary for underground installation.
 - c) Methods and procedures for installing carrier pipe inside the casing pipe to comply with the line and grade requirements and to meet the tolerances and minimum clearances specified herein. Submit the

design of the casing spacers confirming how the pipe will meet grade, and pipe transporting equipment.

- d) Methods and procedures for installing carrier/product pipe inside the casing pipe without any damaging spacers to the carrier pipe.
 - e) Certification from carrier/product pipe manufacturer stating that the pipes and joints are designed or protected to withstand heat of hydration from backfill grouting, and loads from installation and backfill grouting, without damage. Define maximum allowable injection grouting pressure.
 - f) Methods for cleaning and clearing casing pipe of all obstructions, foreign materials, and water leakage before and during carrier pipe installation.
 - g) Methods for preventing carrier/product pipes from rotating during installation and floating within the casing pipe during backfill grouting.
 - h) Methods of performing field testing for final acceptance of the product pipe(s).
3. Casing Spacers/Support Shop Drawings, Calculations, and Method Statement:
- a) Manufacturer's technical literature and written assembly instructions.
 - b) Calculations stamped and signed by the pipe spacer/support manufacturer's or your design engineer demonstrating the spacers are designed to withstand thrust force and frictional forces during carrier/product pipe installation, buoyancy, backfill grouting pressure, heat of hydration, and construction loads, and have no adverse effect on the pipe.
 - c) Calculations stamped and signed by the designer of the carrier/product pipe manufacturer that the pipe and joint are designed to withstand the maximum thrust force and construction misalignment during carrier pipe installation.
 - d) Shop drawings showing pipe spacer/support spacing, dimensions, configurations, joints, accessories, and details.
4. Provide manufacturer's technical information and written recommendations for all materials incorporated into the work.
5. Backfill Concrete or grouting Working Drawings and Methods Statement:
- a) Design details for termination and intermediate bulkheads, means and methods for end seal installation and construction, including means to remove all trapped groundwater in the annular space.

- b) Patterns and details for staging, sequencing, performing, and monitoring the backfilling operation. For each stage of placement operation, include the means and methods for advancing concrete/grout pipes, placement of injection holes, grout ports, collecting and disposing of excess and waste material, collecting, and disposing of water resulting from operations.
6. Layout and description of equipment and facilities including:
- a) Supply equipment.
 - b) Agitators or holding tanks.
 - c) Mixers.
 - d) Pumps.
 - e) Delivery piping and manifolds.
 - f) Hookup details including valves, packers, and gauges.
7. Means and methods for:
- a) Proportioning and mixing in the field.
 - b) Measuring injection pressure, quantity, and injection rate.
 - c) Maintaining injection pressure below specified limits.
 - d) Sequencing, staging of the work and establishing basis and threshold values for modifying mixes.
 - e) Concrete/grout placement setup, staging and procedures to ensure no voids are left behind.
 - f) Furnishing, preparing, and plugging or patching injection holes
 - g) Single or Multiple stages/lifts
 - h) Estimated volume of material to be placed each lift/stage and verification in the field.
 - i) Corrective actions when voids or leakage are found in the backfill concrete
8. Final line and grade of the installed carrier pipe, including video inspection per "Whitebook" 306-18.
9. Qualifications and experience records for the following:
- a) Your design engineer.
 - b) Superintendent in charge of carrier pipe installation.

- c) Backfill installer.
 - d) Testing Laboratory
10. Daily production records submitted no later than the beginning of the following workday.
 - a) Carrier/product pipe installation records shall list footage of carrier/product pipes installed, joint testing results, line and grade, and maximum installation load.
 - b) Records of concrete placement including volume placed, grout pipe installation schedule, stationing of placement, injection locations, maximum injection pressure, time of placement, concrete test results as required herein, and designation of cylinder samples prepared that day.
 11. Measures to resolve problems caused by out-of-tolerance casing pipe.
 12. Provide minimum five workdays advance notification of meeting date and time for any preconstruction meeting.

307-3.3.2 Casing Spacers.

1. Longitudinal separation between spacers, when installed on the assembled carrier pipe, shall not exceed the lesser of 8 feet or carrier pipe manufacturer's recommendation, and shall be placed within 2 feet on each side of the coupling or joint. Provide a minimum of 3 casing spacers per pipe length.
2. Design with a minimum factor of safety of 2.0 against all construction loads.
3. Casing spacers shall be designed without a riser at crown (12 o'clock) and a leg at invert (6 o'clock) and shall be symmetrical about the vertical axis.
4. Runner (legs) shall be made with low sliding friction material such as Ultra High Molecular Weight (UHMW) to allow long distance installation.
5. Casing spacers shall provide cathodic isolation of the carrier pipe from the steel casing pipe.
6. Casing spacers shall be non-conductive and sized for the carrier pipe to be installed within the specified line and grade tolerances.
7. Casing spacers shall be designed and installed to facilitate installation of carrier pipes and to ensure backfill concrete completely fills the void space between the casing pipe and the carrier pipe.
8. Casing spacers shall incorporate the routing of the fiber optic conduits.

9. Casing spacers shall not deform or become damaged from the heat of hydration of the backfill.
10. Casing spacers shall not damage the carrier pipe.
11. Casing spacers shall not be made of wood or wood skids.
12. Casing spacers shall be adjustable in height to allow for grade correction.

307-3.4 Launching and Receiving Pits.

307-3.4.1 Design Criteria.

1. Develop site specific designs for the support of all pits as required during the Work. These criteria are intended to serve as guides and are the minimum acceptable considerations.
2. Utilize excavation support systems compatible with the geological conditions indicated in the Geotechnical Report.
3. If soldier pile and lagging system is proposed, the design shall comply with the latest AASHTO LRFD Bridge Design Specification, and shall also take into account, as a minimum, the earth and hydrostatic loads; construction loads such as the maximum anticipated jacking forces and surcharge; ground treatment, stresses imposed during handling and installation; necessary space required for permanent structures; methods to provide groundwater controls inside the pit; surcharge from traffic and construction loads, protection of adjacent facilities, and other construction operations.
4. Design shall be in accordance with minimum criteria and information for design described in the Geotechnical Report.
5. Carry bottom of shoring to a depth below main excavation adequate to prevent lateral movement and to obtain adequate vertical support. In areas where additional excavation is required below main excavation subgrade, prevent movement of main excavation supports.
6. Exact locations, configurations and dimensions of the pits are to be determined by you. Locate and size pits to conform within the limitations as indicated on the Drawings and traffic management plans, and to accommodate the selected means and methods for performing the work and construction of permanent structures.
7. Monitor and protect in-place surface and subsurface facilities as indicated or located within a 1V:1H (vertical to horizontal) influence line measured upward and outward from the invert of the pit excavated perimeter until the pit is completely backfilled.

8. You shall perform remedial measures to control the groundwater inflows and to properly dispose all the water collected.

307-3.4.2 Submittals.

1. Develop site specific designs for the support of all pits as required during the Work. These criteria are intended to serve as guides and are the minimum acceptable considerations.
2. Submit the following:
 - a) Name and qualifications of Excavation Support System installer including prior experience for installing the proposed type of shoring support system in similar ground conditions.
 - b) Qualifications of the Professional engineer(s) designing the excavation support systems and the dewatering system(s).
 - c) All proposed changes to pit location, size, configuration, or work site boundaries.
3. Submit the following items signed and stamped by your professional engineer(s) meeting the qualifications specified herein:
 - d) Narrative method statements:
 - i. Shoring method(s) and application at the proposed pit locations.
 - ii. Means and methods of shoring installation and excavation of material inside the pits in overburden soils and in the Conglomerate.
 - iii. Design of the starter wall, break-in and break-out, dewatering system(s), canopy support, details and procedures.
 - iv. Monitoring program for pit wall deflection, groundwater leakage and ground movements.
 - v. Description of excavation support system removal, backfilling, and sequencing.
 - e) Dimensioned and scaled Working Drawings:
 - i. Site plan at each pit, excavation dimensions, configurations, site grading, and site development details for the excavation and work areas, and the proposed limits of disturbance with considerations of other site constraints, protection of existing

facilities, utilities treatment and traffic management details described in the Contract Documents.

- ii. Where permanent structures are specified or indicated, show excavation support systems relative to the permanent facilities.
 - iii. Details for excavation support system, such as shoring, bracing, stabilization, installation tolerances, protection of the excavation, special support requirements for starter wall, thrust blocks, penetrations, mud slab and drainage stone layer, if applicable.
 - iv. Design and details of the pre-excavation support at the break-in/break-out
 - v. Details of pit arrangement including access, supports, starter wall, entry and exit rings, and water control designs.
 - vi. Details of types, quantities, and locations of materials and equipment required at each work site.
 - vii. Dewatering systems, including general arrangement, depths, procedures to be used, methods of installing dewatering and observation wells, sumps, weep holes, pumping equipment, standby power supply, water treatment system, storage, provisions for sampling, testing and access, and point of discharge.
 - viii. All surcharge loads and any restrictions on surcharge capacity, including live loads, shall be clearly shown on the Working Drawings.
 - ix. Exact length, type and location of any welding required. Listing only total length of weld required at a particular connection is not acceptable.
 - x. Provide structural connection between all components of the shoring system provided.
- c) Design calculations:
- i. Design criteria, loading conditions, design of all structural elements, groundwater controls, global stability analyses, and the design of connections (welds, plates, bolts, etc.) and for thrust blocks.

- ii. Calculations demonstrating that the anticipated wall deformations and ground movements are below the Action Levels.
 - d) Estimated quantity of infiltration into the excavation, method for measuring inflows, and discharge facilities. Calculations demonstrating the adequacy of the dewatering system(s) in controlling the groundwater seepage. Other submittal on dewatering plan as required by City Supplement (White Book) Section 3-12.8.
 - e) Detail contingency measures for
 - i. Pit wall instability during launching.
 - ii. Unacceptable water inflows through the pit walls during fusing, launching, and receiving.
 - iii. Wall deformations exceed the values specified herein during excavation of the material inside the pit. Include remedial steps to be utilized to arrest movement, and reinforce or improve the wall, such that excavation may continue.
- 4. Materials handling and disposal:
 - a) Details of materials handling, stockpiling and hauling for excavated materials.
 - b) Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if weight of stockpiled material could induce excessive settlement.
 - c) Methods and locations of disposal of excavation spoils and wasted slurry. Provide sufficient details to the City to evaluate the adequacy and compliance of the CONTRACTOR's methods of disposal with the specifications, including all related environmental permits, and all applicable laws, rules and regulations.
 - d) Reuse of excavation spoils. The California Water Code and Titles 23 and 27 of the California Code of Regulations (CCR) dictate that soil with detectable concentrations of hazardous substances or petroleum hydrocarbons above interpreted background levels are considered to be "waste" following excavation. Any waste that is not suitable for reuse at a given property is required to be transported to an appropriate waste management facility and be treated, stored, or disposed in accordance with applicable local, State, and Federal regulations. Relative to the contaminants of concern anticipated to be encountered during the course of the project, petroleum hydrocarbon impacted soil (at any concentration) will not be allowed to be reused

on-Site (within trenches or other excavations) and will only be allowed to be disposed of at licensed, regulated landfill and/or recycling facilities. Petroleum impacted soils cannot be reused on-site per the San Diego Regional Water Quality Control Board (SD-RWQCB) unless proved by analytical test methods to have no detectable levels of such contaminants or a Waste Discharge Permit (WDR) is issued for the site. Only soils with no detectable levels of contaminants can potentially be reused on site.

- e) Indicate locations of truck cleaning stations and methods of ensuring that haul trucks are clean and that no spillage of dry or wet excavated material from haul trucks occurs on the streets.
- 5. All submittals described herein for the two crossings shall be prepared and stamped by a professional engineer registered in the State of California.
 - 6. Perform the pit and trenchless work per Cal-OSHA requirements and permit conditions of the tunnel classification.
 - 7. Quality Assurance
 - a) The installer of the excavation support systems shall have a record of success with similar projects (i.e., pits at least 30 ft deep with groundwater at least 20 ft above the pit invert), and a demonstrated ability and capacity to perform the Work to the satisfaction of the City. The trenchless work will have to be performed by a C-34 Licensed (sub)contractor registered by the California Contractor's State License Board. Dewatering work shall be performed by a C-57 Licensed (sub)contractor registered by the California Contractor's State License Board.
 - b) All design work to be performed under this specification shall be prepared, signed and stamped by a Civil or Structural Engineer registered in the State of California who has experience in the design and construction of the same type of excavation support systems and groundwater controls proposed by you. Your engineer shall maintain involvement and responsibility from design through installation, performance, and abandonment or removal of excavation support and other relevant systems and shall re-certify the design every 90 days after a site visit until the abandonment or removal of the excavation support systems.
 - c) Submit certification letter from the trenchless contractor to confirm that they have reviewed and agreed to the design and construction details of the launching and receiving pits and that any trenchless related issues have been adequately addressed by you.
 - d) All welding performed in the field shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the method of materials to be used. Welders shall be qualified under

the provisions of ANSI/AWS D1.1 not more than 6 months prior to commencing work on the project. Machines and electrodes similar to those used in the WORK shall be used in qualification tests.

- e) Submit copies of all documentation, MSDS sheets, releases, and permits required herein and necessary to complete the Work.

307-3.4.3 Execution.

1. Protect, relocate or abandon existing structures, utilities, vegetation and facilities per Contract requirements before commencing pit construction.
2. Protect pavements, sidewalks, adjacent structures and other facilities from spillage of excavated material, spoils, slurry, wastewater and concrete.
3. Protect water quality and prevent or reduce the potential for pollution associated with stormwater runoff into adjacent properties or water drainage system. Develop and implement a water pollution control program per requirements in City Supplement (White Book) Section 1001.
4. Do not begin pit excavation and construction until all submittals have been reviewed and accepted by the ENGINEER.
5. Install excavation support systems in accordance with approved Working Drawings.
6. If settlement or deflections of supports, excessive groundwater leakage or pit bottom instability indicates the support system requires modifications, you shall immediately take necessary mitigation measures to avoid damaging adjacent facilities or creating an unsafe condition. After the situation is stabilized, you shall change the shoring as necessary to prevent further non-compliance performance.
7. Re-design and resubmit revised working drawings and design calculations for City's approval. Any changes made to correct the unacceptable conditions shall be paid for by you.
8. Minimize over excavation in overburden soils and in Conglomerate. Over-excavation and backfill beyond the dimensions of the neat line as indicated at each of the pits shall be included in the bid price.

307-3.5 Casing Pipe.

307-3.5.1 Annular Space between Casing and Soil.

1. Backfill Concrete or grouting Working Drawings and Methods Statement:
 - a) Design details for termination and intermediate bulkheads, means and methods for end seal installation and construction, including means to remove all trapped groundwater in the annular space.

- b) Patterns and details for staging, sequencing, performing, and monitoring the backfilling operation. For each stage of placement operation, include the means and methods for advancing concrete/grout pipes, placement of injection holes, grout ports, collecting and disposing of excess and waste material, collecting, and disposing of water resulting from operations.
- c) Layout and description of equipment and facilities including:
 - i. Supply equipment.
 - ii. Agitators or holding tanks.
 - iii. Mixers.
 - iv. Pumps.
 - v. Delivery piping and manifolds.
 - vi. Hookup details including valves, packers, and gauges.
- d) Means and methods for:
 - i. Proportioning and mixing in the field.
 - ii. Measuring injection pressure, quantity, and injection rate.
 - iii. Maintaining injection pressure below specified limits.
 - iv. Sequencing, staging of the work and establishing basis and threshold values for modifying mixes.
 - v. Concrete/grout placement setup, staging and procedures to ensure no voids are left behind.
 - vi. Furnishing, preparing, and plugging or patching injection holes
- e) Single or Multiple stages/lifts
- f) Estimated volume of material to be placed each lift/stage and verification in the field.
- g) Corrective actions when voids or leakage are found in the backfill concrete.

307-3.5.2 Backfill Concrete.

1. Prior to placing backfill concrete, build bulkheads at intermediate locations and install casing pipe end seals at the pit locations.
2. Discharge end of the grout/slickline pipes shall always be embedded inside freshly discharged concrete.
3. Backfill grouting shall progress from the low end to the high end of the casing pipe filling the entire void.

4. Apply safe grouting pressure per manufacturer's recommendations and per approved by the City.
5. Sloping joint for concrete placement in multiple lifts is acceptable as long as the advancing toe of the backfill concrete is always terminated at the end seal or any intermediate bulkheads.
6. Employ the necessary means to ensure equal quantity of grout is placed on either side of the carrier pipe so as to avoid unbalanced loading.
7. As soon as the following events occur, suspend grouting operations and notify the INSPECTOR immediately:
 - a) A service connection becomes loose.
 - b) A joint or bulkhead fails.
 - c) Grout flow, injection pressures, etcetera, deviate from approved submittals; and
 - d) Leakage at pipe joint and at bulkhead; and
 - e) Pipe floatation
 - f) The Contractor shall meet with the Engineer as soon as practical after each grout placement and before the placement of the next reach of annular grout to discuss corrective measures or improvements in design or procedures.
8. To ensure backfill grouting is completed, and no unfilled voids are left behind, the City will perform an inspection which will include opening of unhooked grout ports along the carrier pipe at a frequency of 1 per every 100 feet of installed pipe; where
 - a) No voids are to be found; and
 - b) No continuously leakage of water.
9. Unsatisfied performance will require remedial grouting or other corrective actions. Remedial grouting shall include installation of additional grout pipes from the pit or through grout ports along the carrier pipe.
10. Perform field testing and inspection to demonstrate electrical continuity of the steel casing before and after placement of backfill concrete.

307-3.6 Payment. The Contract Unit Price item for **“Sewer Main by Trenchless with Steel Casing (30-Inch SDR-32.5, 54-Inch Casing)”** shall be per linear foot and shall include casing, pipe spacers, pressure grouting between carrier pipe and casing, pressure grouting between casing and 60-inch, furnishing and installing carrier pipe, welding casing, trenchless construction, testing, and all other work appurtenant to trenchless construction within the limits shown on the Plans.

Unless otherwise specified, payment for trenchless excavation shall include the excavation of any type of material encountered.

High-pressure grouting required by the Engineer, and not resulting from an act or failure to act on the part of the Contractor, will be paid for as Extra Work.

No separate or additional payment will be made for:

- a) additional excavation required to remove material which may fall or appears to endanger workers,
- b) removing loosened invert material and filling the resulting depressions or enlargement of the trenchless construction from overshooting or over-excavating,
- c) increasing the trenchless opening dimensions where necessary to provide adequate room for workers and equipment,
- d) or material required to fill voids caused by over-excavation, or necessary to maintain the trenchless bottom for support of construction equipment, or to control water during trenchless excavation.

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

314-4.4.5 Measurement. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Thermoplastic traffic striping for continental crosswalks shall be measured by the square foot for the actual area covered with thermoplastic.

314-4.4.6 Payment. To the “WHITEBOOK”, ADD the following:

6. The payment for the installation of proposed thermoplastic striping as shown on the Plans shall be included in the Bid item for **“Removal and Replacement of Existing Thermoplastic Striping and Markings”** and shall include the payment for the installation of pavement markers.
7. The payment for the installation of proposed thermoplastic pavement markings as shown on the Plans shall be included in the Bid item for **“Removal and Replacement of Existing Thermoplastic Striping and Markings”**.
8. The payment for the thermoplastic traffic striping of continental crosswalks shall be included in the Bid item for **“Removal and Replacement of Existing Thermoplastic Striping and Markings”** and shall include the payment for the removal of existing striping, pavement markers, and paving markings

SECTION 402 – UTILITIES

402-6 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).

402-7.2

Pipe Separations. To the "WHITEBOOK", item 1, subsection "a", DELETE in its entirety and SUBSTITUTE with the following:

- a) You shall notify the Engineer immediately if:
 - i. 1 foot (0.3 m) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
 - ii. 10 feet (3.0 m) horizontal separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
 - iii. 6 inches (152.4 mm) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between utilities other than sewer and water mains cannot be maintained.
 - iv. 3 feet (0.9 m) or more of cover over the top of the water main cannot be maintained.
 - v. 5 feet (1.5 m) or more of cover over the top of the recycled water main cannot be maintained.

402-8

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

- 3. With the Resident Engineer's approval, compensation for each existing utility pothole that is not shown on the Plans but marked out by USA shall be included in the Bid item for "Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)". Potholing for existing utilities that have been shown on the Plans shall be included in the Contract Price.

SECTION 600 – ACCESS

600-1

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

- 5. You shall notify Environmental Services Department via email (trash@sanidiego.gov) of street closures affecting the regular scheduled solid waste collection at least 3 Working Days prior to the street closure. Include your business name and phone number, days of closure, time of scheduled closure, and date of anticipated street reopening in the notification.
 - a) You shall verify waste collection schedules via the Environmental Services website at:

<http://www.sandiego.gov/environmental-services/collection/index.shtml>

- b) You shall comply with the following requirements for trash, recycling, and yard waste collection:
 - i. Provide advance written notice to every property affected by blocked public right of way.
 - ii. Coordinate the relocation of trash, recycling, and yard waste containers to an accessible public street for the City's waste collection crews on collection day.
 - iii. When necessary, relocate the containers from the blocked streets to the accessible public right of way before the City's collection vehicles arrive to assist with collection on existing schedules. Return the containers to their point of origin to ensure the accuracy of inventory assignment by address.
- c) 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.

600-5 **PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Payment for access as specified in 600, "ACCESS", the railroad liability insurance, permits, plan review, inspection, training, and fees shall be included in the Contract Price unless Bid items have been provided. See also 7-3.1. Flagging and other traffic control requirements for railway crossings and work within Port of San Diego jurisdiction shall be paid under Bid Item, "**Traffic Control and Working Drawings**".

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2.1.4 **Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 General. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary “No Parking” and “No Stopping” signs shall be installed 72 hours before enforcement. Temporary “No Parking” and “No Stopping” signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 Channelizing Devices. To the “WHITEBOOK”, item 4, Barricades, ADD the following:

- h) You shall place “OPEN TRENCH” signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 700 – MATERIALS

700-3.1 Controller Assemblies. To the “WHITEBOOK”, item 1, table 700-3.1, “Controller Assembly”, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 700-3.1 Controller Assembly

| Model 332L Cabinet | Model 336 Cabinet | Model 337 Cabinet | Description |
|--------------------------|-------------------------|-------------------------|--|
| 1 | 1 | 1 | Model 170E controller unit* with Model 412C system memory module and Power Distribution Assembly #2 (PDA #2) |
| 1 | 1 | 1 | Aluminum cabinet wired for and including the necessary accessories for full operation except as noted |
| 1 | 1 | 1 | 2010ECLip Conflict Monitor Unit |
| 4 | 2 | 2 | Model 242 two-channel isolator |
| 12 | 12 | 6 | Model 200 switch pack |
| 1 | 1 | 1 | Model 27256 programming chip (blank) |
| 1 | 1 | 1 | Model 404 Modem w/harness |
| 16 | 8 | 4 | Model 222 two-channel loop detector sensor unit |

700-5.1 Vehicle Detectors. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type "B". Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 GENERAL. To the "WHITEBOOK", ADD the following:

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name: As-Needed Engineering Services for Harbor Drive Trunk Sewer Upgrade

WBS No.: RD-16001.01

Project Location-Specific: Harbor Drive between Beardsley Street and Park Boulevard; Park Boulevard between Harbor Drive and Imperial Avenue; and Imperial Avenue between Park Boulevard and 12th Avenue.

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

Description of nature and purpose of the Project: Award an as-needed engineering services contract (only) for the Harbor Drive Trunk Sewer Upgrade project including services such as: community outreach, geotechnical studies, utility coordination and potholing, design plans, project management, and preparation of additional documents and reports, as necessary, for the completion of the project design, bid, and award.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Public Works
Contact: Jerry Jakubauskas, Senior Planner
Phone: (619) 533-3755
525 B Street, San Diego, CA 92101

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption
- Statutory Exemption: 15262 (Feasibility and Planning Studies)

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section 15262 (Feasibility and Planning Studies) in order to approve the as-needed engineering services contract only (which includes ground disturbing activities related to geotechnical investigation).

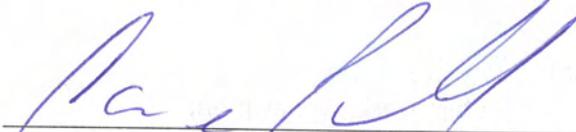
Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3667

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

May 3, 2018

Date

Check One:

Signed By Lead Agency

Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

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

Reference

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

3. **DEFINITIONS**

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

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|---|--------------------------------|---|
| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 2 OF 10 | EFFECTIVE DATE October 15, 2002 |
| | SUPERSEDES DI 55.27 | DATED 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. **POLICY**

- 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 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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|---|--------------------------------|---|
| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 3 OF 10 | EFFECTIVE DATE 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.

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|---|--------------------------------|---|
| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 4 OF 10 | EFFECTIVE DATE October 15, 2002 |
| | SUPERSEDES DI 55.27 | DATED 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 re-installation.
 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 | DEPARTMENT Water Department |
| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 5 OF 10 | EFFECTIVE DATE October 15, 2002 |
| | SUPERSEDES DI 55.27 | DATED 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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

| | | |
|---|--------------------------------|---|
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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

| | | |
|---|--------------------------------|---|
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7. **FEE AND DEPOSIT SCHEDULES**

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. These 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.

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

| | |
|--------|------|
| NS REQ | FAC# |
| DATE | BY |

METER SHOP (619) 527-7449

Meter Information

| | |
|------------------|-------------------------|
| Application Date | Requested Install Date: |
|------------------|-------------------------|

| | | |
|---|--------------------------|------------------------------|
| Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u> | T.B. | G.B. (CITY USE) |
| Specific Use of Water: | | |
| Any Return to Sewer or Storm Drain, if so, explain: | | |
| Estimated Duration of Meter Use: <input type="text"/> | <input type="checkbox"/> | Check Box if Reclaimed Water |

Company Information

| | | | |
|--|--------|----------------------|------------|
| Company Name: | | | |
| Mailing Address: | | | |
| City: | State: | Zip: | Phone: () |
| *Business license# | | *Contractor license# | |
| A Copy of the Contractor's license OR Business License is required at the time of meter issuance. | | | |
| Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small> | | | Phone: () |
| Site Contact Name and Title: | | | Phone: () |
| Responsible Party Name: | | | Title: |
| Cal ID# | | | Phone: () |
| Signature: | | Date: | |
| <small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small> | | | |

| | |
|---|-------------------------|
| Fire Hydrant Meter Removal Request | Requested Removal Date: |
| Provide Current Meter Location if Different from Above: | |
| Signature: | Title: Date: |
| Phone: () | Pager: () |

| | |
|-------------------------------------|---|
| <input type="checkbox"/> City Meter | <input type="checkbox"/> Private Meter |
| Contract Acct #: | Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00 |
| Meter Serial # | Meter Size: 05 Meter Make and Style: 6-7 |
| Backflow # | Backflow Size: Backflow Make and Style: |
| Name: | Signature: Date: |

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

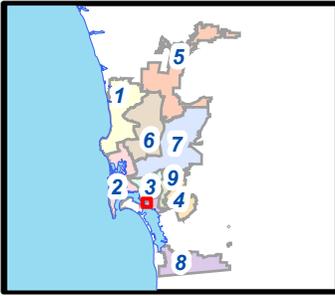
HARBOR DRIVE TRUNK SEWER REPLACEMENT

SENIOR ENGINEER
BRIAN VITELLE
619-533-5105

PROJECT MANAGER
JULIE ADAM
619-533-7412

PROJECT ENGINEER
JOHNNY NGUYEN
619-533-4646

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4629
Email: engineering@sandiego.gov



Legend

— Harbor Drive Trunk Sewer Replacement

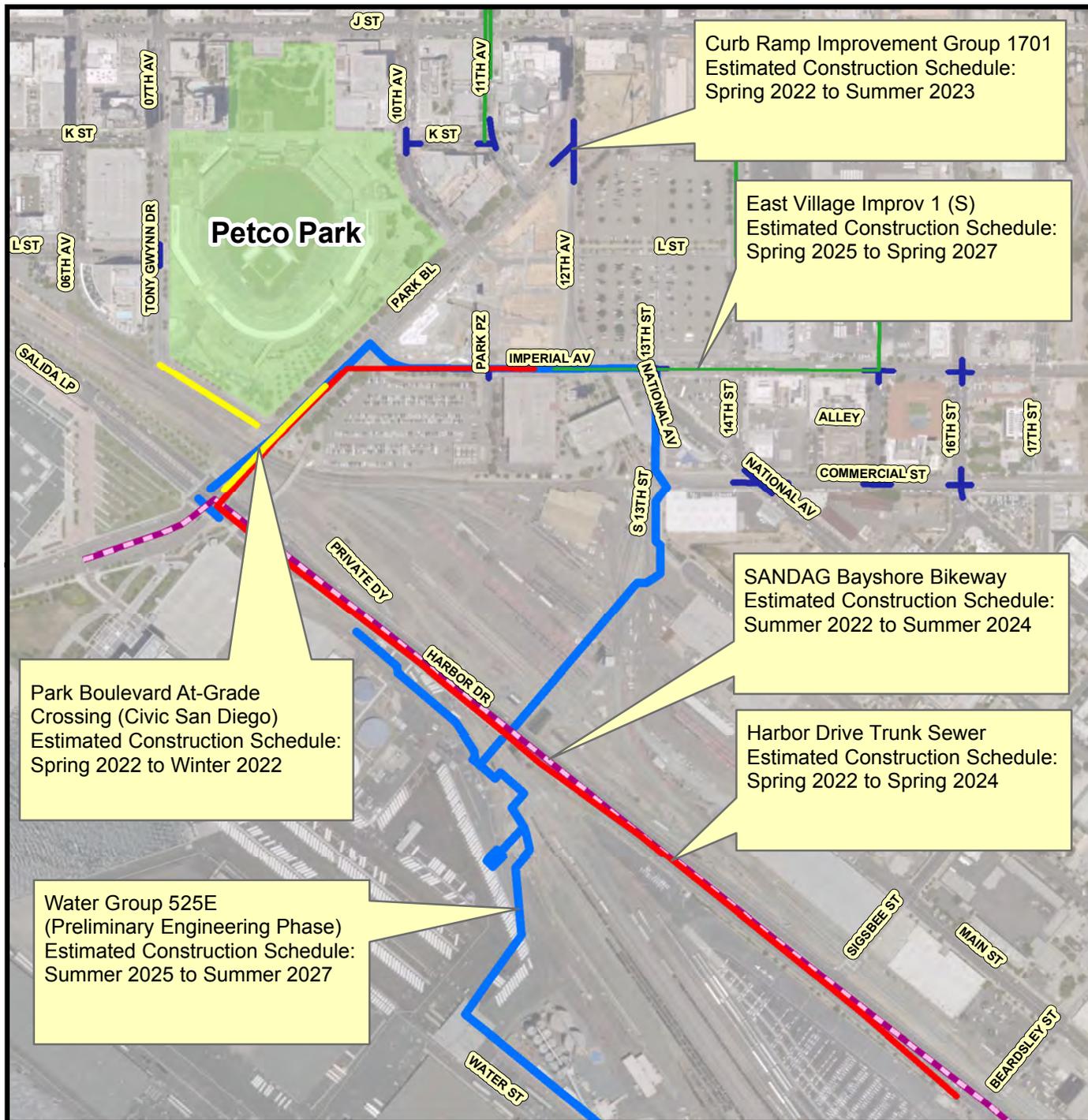


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APPENDIX F
ADJACENT PROJECTS MAP

PETCO PARK & ADJACENT PROJECTS

LOCATION MAP



Legend

- Water Group 525 E
- Harbor Drive Trunk Sewer
- Curb Ramp Improvement Group 1701
- East Village Improv 1 (S)
- Bayshore Bikeway (SANDAG)
- Park Boulevard At-Grade Crossing (Civic San Diego)



No Scale

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APPENDIX G
HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____
ADDRESS _____ 24 HR. PHONE () _____
CITY _____ STATE _____ ZIP _____
EPA ID NO. _____ MANIFEST DOCUMENT NO. _____
EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____
PROPER DOT SHIPPING NAME _____
TECHNICAL NAME (S) _____
UNNA NO. WITH PREFIX _____

PHYSICAL STATE | HAZARDOUS PROPERTIES | FLAMMABLE | TOXIC
 SOLID | LIQUID | CORROSIVE | REACTIVE | OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

| | | |
|---|---------------------|--|
| Date/Time Discovered | Date/Time Discharge | Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Incident Date / Time: | | |
| Incident Business / Site Name: | | |
| Incident Address: | | |
| Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS) | | |
| Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Indicate actions to be taken to prevent similar releases from occurring in the future. | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

| | |
|---------------------------------|---|
| Chemical | Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³ |
| Chemical | Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³ |
| Chemical | Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³ |
| Clean-Up Procedures & Timeline: | |
| | |
| | |
| | |
| | |
| | |
| | |
| Completed By: | Phone: |
| Print Name: | Title: |

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

| | | | |
|----------|---|--|---|
| A | BUSINESS NAME | FACILITY EMERGENCY CONTACT & PHONE NUMBER () - | |
| B | INCIDENT DATE MO DAY YR | TIME OES NOTIFIED (use 24 hr time) | OES CONTROL NO. |
| C | INCIDENT ADDRESS LOCATION | CITY / COMMUNITY | COUNTY ZIP |
| D | CHEMICAL OR TRADE NAME (print or type) | CAS Number | |
| D | CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/> | CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/> | |
| D | PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS | PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS | QUANTITY RELEASED |
| D | ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER | TIME OF RELEASE | DURATION OF RELEASE — DAYS — HOURS — MINUTES |
| E | ACTIONS TAKEN | | |
| F | KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) | | |
| | <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ | | |
| | <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ | | |
| | <input type="checkbox"/> NOTKNOWN (explain) _____ | | |
| G | ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS | | |
| H | COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION) | | |
| I | CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. | | |
| | REPORTING FACILITY REPRESENTATIVE (print or type) _____ | | |
| | SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____ | | |

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX H
REHAB DATA COLLECTION - SEWER MAINS AND MANHOLES SAMPLE DATA
TEMPLATES

APPENDIX I
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Construction Management and
Field Services Division
9573 Chesapeake Drive
San Diego, CA 92123-1304

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

| Description of Services | Name | Start Date | End Date | Total Hours | Hourly Rate | Amount |
|-------------------------|-----------|------------|----------|-------------|-------------|---------|
| Field Archaeologist | Joe Smith | 8/29/2011 | 9/2/2011 | 40 | \$84 | \$3,360 |
| Laboratory Assistant | Jane Doe | 8/29/2011 | 9/2/2011 | 2 | \$30 | \$60 |
| Subtotal | | | | | | \$3,420 |

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

| Description of Services | Where work occurred (onsite vs offsite/lab) | Name | Start Date | End Date | Total Hours | Hourly Rate | Amount |
|-------------------------|---|-----------|------------|----------|-------------|-------------|---------|
| Field Archaeologist | | Joe Smith | 8/29/2011 | 9/2/2011 | 40 | \$84 | \$3,360 |
| Laboratory Assistant | | Jane Doe | 8/29/2011 | 9/2/2011 | 2 | \$30 | \$60 |
| Subtotal | | | | | | | \$3,420 |

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX J
SAMPLE OF PUBLIC NOTICE



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



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.
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How your neighborhood may be impacted:

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• 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

APPENDIX K

PALEO CONSTRUCTION MONITORING REQUIREMENTS

Paleontological Construction Monitoring Requirements

PALEONTOLOGICAL MONITORING AND REPORTING PROGRAM (PMRP):

- I. **GENERAL REQUIREMENTS.** Post Plan Check (After permit issuance/Prior to start of construction).
 - A. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.**
 1. The Contractor is responsible to arrange and perform this meeting by contacting the City Resident Engineer (RE)/Construction Manager (CM) of the Construction Management and Field Engineering (CMFE) Division and City staff from Mitigation Monitoring Coordination (MMC). Attendees shall also include the Contractor's representative(s), job site superintendent, and the paleontologist.
 2. NOTE: Failure of all responsible Contractor's representatives and paleontological monitor to attend the pre-construction meeting shall require an additional focused meeting with all parties present.
 3. CONTACT INFORMATION:
 - a) The primary point of contact is the RE/CM at the CMFE Division at 858-627-3200.
 - b) For clarification of environmental requirements, call the RE/CM and MMC at 858-627-3360.
 - B. **PMRP COMPLIANCE.**
 1. This Project shall conform to the City's paleontological monitoring requirements, as further specified below, in accordance with the City of San Diego's Land Development Code – Grading Regulations, Section 142.0151, and implemented to the satisfaction of MMC and RE/CM. The requirements shall not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc).
 2. NOTE: Contractor shall alert RE/CM and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts shall be approved by RE/CM and MMC before the Work is performed.
 - C. **MONITORING EXHIBIT.**
 1. Contractor Engineering and Capital Projects Department's consultant (if applicable) is required to submit, to RE/CM and MMC, a paleontological monitoring exhibit on a 11 x 17 inch reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the Limits of Work, scope of that discipline's work (i.e. delineation showing work area(s) requiring paleontological monitoring), and notes indicating when in the construction schedule that work will be performed. When necessary for

clarification, a detailed methodology of how the work will be performed shall be included.

D. OTHER SUBMITTALS AND INSPECTIONS.

1. The Contractor or Engineering and Capital Projects Department’s consultant (if applicable) shall submit all required documentation, verification letters, and requests for all associated inspections to the RE/CM and MMC for approval per the following schedule:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST:

| ISSUE AREA | DOCUMENT SUBMITTAL | ASSOCIATED INSPECTION, APPROVALS, NOTES |
|-------------------|---|--|
| Paleontology | Principal Investigator & Paleontological Monitors Qualification Letters | Prior to Pre-Construction Meeting |
| Paleontology | Site-Specific Records Search | Prior to Pre-Construction Meeting |
| Paleontology | Paleontological Monitoring Exhibit | Prior to, or at, the Pre-Construction Meeting |
| Paleontology | Letter of Acknowledgement of Responsibility for Curation | Prior to the Pre-Construction Meeting |
| Paleontology | Construction Schedule (Monitoring) | Prior to Construction |
| Paleontology | Paleontology Reports | Paleontology Observation |
| Final PMRP | | Final PMRP Inspection |

SPECIFIC PMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

I. PALEONTOLOGICAL RESOURCES.

A. Prior to Permit Issuance or Construction.

1. **Letters of Qualification have been submitted to MMC.**
 - a) Prior to the pre-construction meeting, Engineering and Capital Projects Department shall submit a letter of verification to MMC identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

- b) MMC will provide a letter to Engineering and Capital Projects Department confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
- c) Prior to the start of work, Engineering and Capital Projects Department shall obtain approval from MMC for any personnel changes associated with the monitoring program.

B. Prior to Start of Construction.

1. Verification of Records Search.

- a) The PI shall provide verification to MMC that a site-specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
- b) The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

C. PI Shall Attend Pre-Construction Meetings.

- 1. Prior to beginning any work that requires monitoring, the City or City's representative shall arrange a pre-construction meeting that shall include the PI, Grading Contractor, RE/CM, Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related pre-construction meetings to make comments and/or suggestions concerning the Paleontological Monitoring Program with the RE/CM and/or BI and Grading Contractor.
 - a) If the PI is unable to attend the pre-construction meeting, the Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall schedule a focused pre-construction meeting with MMC, PI, and RE/CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- 2. Acknowledgement of Responsibility for Curation (Capital Improvement Program Project or Other Public Projects).
 - a) The Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall submit a letter to MMC, RE/CM and/or BI acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
- 3. Identify Areas to be Monitored.
 - a) Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17 inch) to MMC and RE/CM and/or BI for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or

as determined by the PI in consultation with MMC. The determination shall be based on site-specific records search data which supports monitoring at depths less than ten feet. The PME shall be based on the results of a site-specific records search as well as information regarding existing known soil conditions (native or formation). MMC shall notify the PI that the PME has been approved prior to commencing with any ground-disturbing activities.

4. When Monitoring Will Occur:
 - a) Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE/CM and/or BI indicating when and where monitoring will occur.
 - b) The PI may submit a detailed letter to MMC and RE/CM and/or BI prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule.
 - a) After approval of the PME by MMC, the PI shall submit to MMC and RE/CM and/or BI written authorization of the PME and Construction Schedule from the Contractor.

D. During Construction.

1. The Monitor shall be present during Grading/Excavation/Trenching.
 - a) The paleontological monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to, mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity.
 - b) The Contractor is responsible for notifying the RE/CM and/or BI, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.
 - c) The PI may submit a detailed letter to MMC and RE/CM and/or BI during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.

- d) The paleontological monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be emailed and/or provided hard copy by the Contractor or Engineering and Capital Projects Department's consultant (if applicable) to the RE/CM and/or BI the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE/CM and/or BI shall forward copies to MMC.
2. Discovery Notification Process.
- a) In the event of a discovery, the paleontological monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE/CM and/or BI, as appropriate.
 - b) The paleontological monitor shall immediately notify the PI (unless paleontological monitor is the PI) of the discovery.
 - c) The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC and RE/CM and/or BI within 24 hours by fax or email with photos of the resource in context, if possible.
3. Determination of Significance.
- a) The PI shall evaluate the significance of the resource.
 - i. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC and RE/CM and/or BI indicating whether mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - ii. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC and/or RE/CM and/or BI. PRP and any mitigation must be approved by MMC and RE/CM and/or BI before ground-disturbing activities in the area of discovery will be allowed to resume.
 - Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under item 4, "Discovery Process for Significant Resources - Pipeline Trenching Projects".
 - iii. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

- iv. The PI shall submit a letter to MMC and RE/CM and/or BI indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - Note: For pipeline trenching projects only, if the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - Note: For pipeline trenching projects only, if significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
4. Discovery Process for Significant Resources - Pipeline Trenching Projects.
- a) Procedures for Documentation, Curation and Reporting. The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
 - i. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - ii. The PI shall prepare a Draft Paleontological Monitoring Report and submit to MMC via the RE/CM and/or BI as indicated in **Section F - Post Construction**.
 - iii. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the PMRP. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Paleontological Monitoring Report.
 - iv. The Final Paleontological Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

E. Night and/or Weekend Work.

1. If night and/or weekend work is included in the contract:
 - a) When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the pre-construction meeting. The following procedures shall be followed:
 - i. No Discoveries - In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via the RE/CM and/or BI via email or in person by 8AM on the next business day.
 - ii. Discoveries - All discoveries shall be processed and documented using the existing procedures detailed in **Section D - During Construction**.
 - iii. Potentially Significant Discoveries - If the PI determines that a potentially significant discovery has been made, the procedures detailed under **Section D - During Construction** shall be followed.
 - b) The PI shall immediately contact the RE/CM and/or BI and MMC, or by 8AM on the next business day, to report and discuss the findings as indicated in **Section D - During Construction**, unless other specific arrangements have been made.
2. If night and/or weekend work becomes necessary during the course of construction:
 - a) The Contractor shall notify the RE/CM and/or BI a minimum of 24 hours before the work is to begin.
 - b) The RE/CM and/or BI, as appropriate, shall notify MMC immediately.
3. All other procedures described above shall apply, as appropriate.

F. Post Construction.

1. Preparation and Submittal of Draft Paleontological Monitoring Report.
 - a) The PI shall submit two copies of the Draft Paleontological Monitoring Report (even if negative), prepared to the satisfaction of MMC, which describes the methods, results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE/CM and/or BI for review and approval within 90 calendar days following the completion of monitoring.
 - i. For significant or potentially significant paleontological resources encountered during monitoring, as identified by the PI, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - ii. The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program

in accordance with the PMRP, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

- b) MMC shall return the Draft Monitoring Report to the PI via the RE/CM and/or BI for revision or, for preparation of the Final Report.
- c) The PI shall submit revised Draft Monitoring Report to MMC via the RE/CM and/or BI for approval.
- d) MMC shall provide written verification to the PI and RE/CM and/or BI of the approved report.

2. Handling of Fossil Remains.

- a) The PI shall ensure that all fossils collected are cleaned to the point of curation (e.g., removal of extraneous sediment, repair of broken specimens, and consolidation of fragile/brittle specimens) and catalogued as part of the Paleontological Monitoring Program.
- b) The PI shall ensure that all fossils are analyzed to identify stratigraphic provenance, geochronology, and taphonomic context of the source geologic deposit; that faunal material is taxonomically identified; and that curation has been completed, as appropriate.

3. Curation of Fossil Remains: Deed of Gift and Acceptance Verification.

- a) The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an accredited institution that maintains paleontological collections (such as the San Diego Natural History Museum).
- b) The PI shall submit the Deed of Gift and catalogue record(s) to the RE/CM and/or BI, as appropriate for donor signature with a copy submitted to MMC.
- c) The RE/CM and/or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
- d) The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE/CM and/or BI and MMC.

4. Final Paleontological Monitoring Report(s).

- a) The PI shall submit two copies of the Final Paleontological Monitoring Report to MMC (even if negative), within 90 calendar days after notification from MMC of the approved report.
- b) The RE/CM and/or BI shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC, which includes the Acceptance Verification from the curation institution.

APPENDIX L
BNSF PIPELINE LICENSE AGREEMENT

October 7, 2021

City of San Diego
Attention: Mr. Johnny Nguyen
525 B Street Ste 750
City of San Diego, California 92101

20-65073

Dear Mr. Nguyen:

Enclosed please find one (1) fully executed Pipeline License Agreement. A copy of the executed agreement must be available upon request at the job site as authorization to do the work. ***Please contact BNSF's Scheduling Agent at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624 at least fifteen (15) days in advance of entry and BEFORE YOU DIG, CALL (800) 533-2891 (option 7). If you need additional information please contact me at (817) 230-2630.***

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

No encroachment above, below or on BNSF Right-of-Way will be allowed without the presence of an Inspector Coordinator and Flagman. You must contact BNSF's Scheduling Agent to arrange for those services. The scheduling agent may be contacted at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624. The installation contractor must comply with all applicable sections of this agreement, including the requirements of section 16 regarding safety requirements prior to encroaching on BNSF Right-of-Way. The installation contractor must present and maintain a copy of the executed agreement on site for the duration of the installation activities.

Please note that a copy of the executed agreement must be available upon request at job site(s) allowing authorization to do the work.

If you need additional information please contact me at (817) 230-2628.

Sincerely,

Amanda Reyna
Manager - Permits

Enclosure

cc: wilsoncompany.utility.ic@wilsonco.com
Jason Sanchez- BNSF Engineering - jason.sanchez@bnsf.com
Andrew Trevizo - BNSF Roadmaster - Andrew.Trevizo@bnsf.com

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective October 8, 2021 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF SAN DIEGO**, a California Municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), One (1) pipeline, 20" in diameter inside a 30" steel casing, and a 30" inside a 54" Steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of San Diego, County of San Diego, State of California, Line Segment 7200, Mile Post 269.08, 268.88 as shown on the attached Drawing No. 78119, dated July 22, 2020, attached hereto as Exhibit "A" and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue in perpetuity, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Gravity Sewage, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Seven Thousand Four Hundred and No/100 Dollars (\$7,400.00) as compensation for the use of the Premises. Licensor reserves the right to implement a reasonable increase as conditions warrant. Billing or acceptance by Licensor of any licensing fee shall not imply a definite term or otherwise restrict either party from terminating this License as provided herein.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least

an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**. Licensee's obligation to reimburse Licensor set forth in this Section 7.2 is contingent on Licensee obtaining appropriated funds from which payment can be made. In the event Licensee does not appropriate funds to fulfill the obligations of this Section 7.2, then this License shall terminate and Licensee shall be required to remove the Pipeline and restore Licensor's property to a substantially condition as before the Pipeline was installed.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. The Pipeline may be relocated to an alternative location within Licensor's property if feasible to do so and Licensor shall amend this License or grant Licensee a new license on the same terms and conditions at no additional License Fee to Licensee. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster, Andrew Trevizo, Andrew.trevizo@bnsf.com or 323-864-3852 at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any

subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.

- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the commencement of the construction of the Pipeline or the commencement of subsequent maintenance, as applicable, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. Licensee's obligation to reimburse Licensor set forth in this Section 11.7 is contingent on Licensee obtaining appropriated funds from which payment can be made. In the event Licensee does not appropriate funds to fulfill the obligations of this Section 11.7, then this License shall terminate and Licensee shall be required to remove the Pipeline and restore Licensor's property to a substantially condition as before the Pipeline was installed. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all

terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

- 11.8 Horizontal Directional Drilling (HDD). Cutting head must travel at a grade no greater than 0.25% beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A BNSF Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH**

ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations
- Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.

b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:

- The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
- Waiver of subrogation in favor of and acceptable to Licensor;
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
- Separation of insureds;
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.

d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee shall have the right to self-insure with respect to any of the insurance required to be carried by Licensee under this License with the exception of Railroad Protective Liability Coverage. If Licensee elects to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.

- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.

- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Reserved.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and

complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.

- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.
- 17.9 "**Hazardous Material(s)**" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. However, notwithstanding any provision in this License to the contrary, if Licensor terminates this License for any reason other than Licensee's default, then Licensee shall be entitled to a prorated refund of the License Fee (on the basis of a 50-year term).

Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by

Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2301 Lou Menk Dr., GOB 3-W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of San Diego
Public Utilities Department
9192 Topaz Way
San Diego, California 92123
Attn: _____

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate, relinquish, or supersede any existing easement(s) relating to the Premises, surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
 - 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
 - 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: Shane Krueger

Title: Vice President

Date: October 19, 2021

LICENSEE:

City of San Diego, a California municipal corporation

By: [Signature]

Title: Director, Real Estate Assets

Date: May 17, 2021

Approved as to form this 18th day of May, 2021:

MARA W. ELLIOTT, CITY ATTORNEY

By: [Signature]

Name: Marco A. Verdugo

Title: Deputy City Attorney

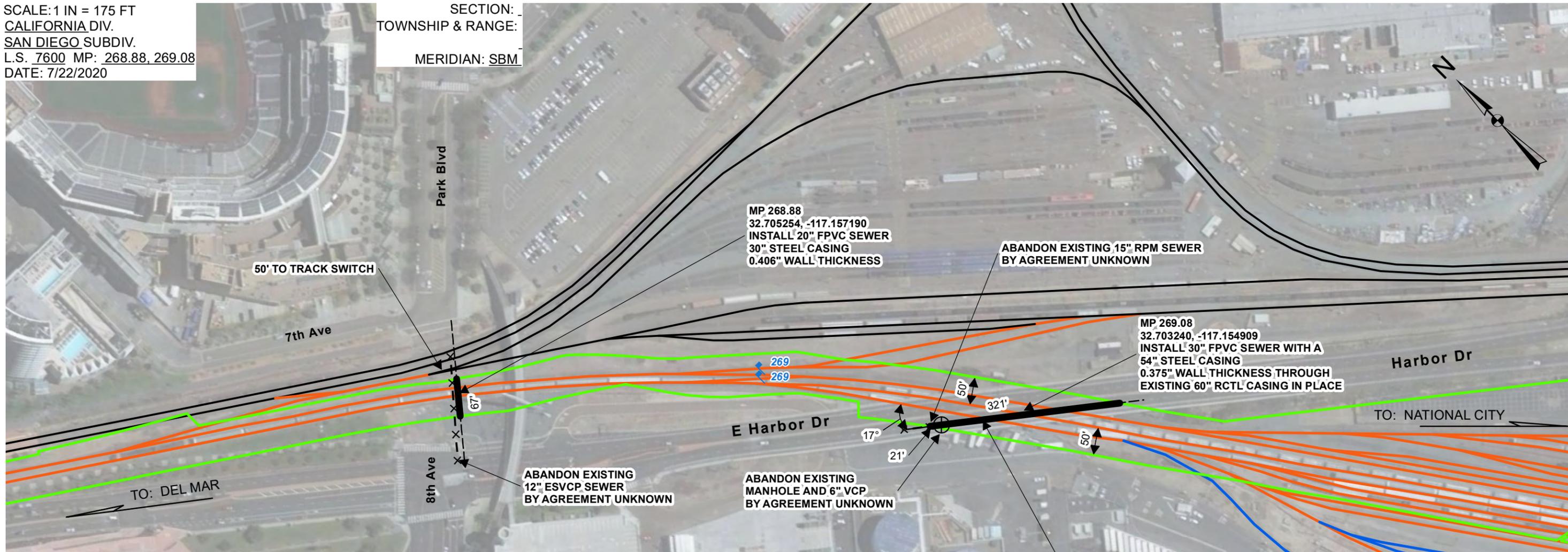
EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND

CITY OF SAN DIEGO

TRIM LINE

SCALE: 1 IN = 175 FT
 CALIFORNIA DIV.
 SAN DIEGO SUBDIV.
 L.S. 7600 MP: 268.88, 269.08
 DATE: 7/22/2020

SECTION:
 TOWNSHIP & RANGE:
 MERIDIAN: SBM



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

| | CARRIER PIPE | CASING PIPE | | CARRIER PIPE | CASING PIPE |
|-------------------------|---------------|-------------|----------------------------------|--------------|-------------|
| SIZE: | SEE NOTE | SEE NOTE | LENGTH ON R/W: | 409' | 409' |
| CONTENTS: | GRAVITY SEWER | | WORKING PRESSURE: | 0 | |
| PIPE MATERIAL: | FUSED PVC | STEEL | BURY: BASE/RAIL TO TOP OF CASING | | 15' |
| SPECIFICATIONS / GRADE: | DR-25 | 35 KSI | BURY: NATURAL GROUND | | 15' |
| WALL THICKNESS: | 0.86" | SEE NOTE | BURY: ROADWAY DITCHES | | 15' |
| COATING: | - | FBE/ARO | CATHODIC PROTECTION | | - |

VENTS: NUMBER 0 SIZE - HEIGHT OF VENT ABOVE GROUND -
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

NOTE:
 PER UAP ANY ABANDONMENT PIPE WILL NEED TO BE REMOVED FROM PROPERTY EXCEPT THE PORTION UNDER THE TRACK EMBANKMENT AND REQUIRES TO BE FILLED WITH FLOWABLE GROUT.

SAN DIEGO
 COUNTY OF SAN DIEGO

STATE OF CA

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

APPENDIX M
MTS RAILROAD RIGHT-OF-WAY LICENSE

RAILROAD RIGHT-OF-WAY LICENSE

THIS RAILROAD RIGHT-OF-WAY LICENSE (License), made this 26th day of January 2021 (the "COMMENCEMENT DATE"), between the San Diego and Arizona Eastern Railway ("SD&AE"), the San Diego Metropolitan Transit System ("MTS") (together hereinafter referred to as "LICENSOR"); and City of San Diego, a California municipal corporation (hereinafter referred to as "LICENSEE").

WITNESSETH, that LICENSOR and LICENSEE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LICENSEE and LICENSOR covenant and agree as follows:

1. LICENSOR hereby licenses LICENSEE to use, subject to the rights and easements hereinafter accepted and reserved and upon the terms and conditions hereinafter set forth, the PREMISES as is more particularly depicted on Exhibit "A" (Exhibit "B", Exhibit "C", etc.) attached hereto and made a part hereof, for the exclusive purpose of the following improvements (collectively referred to as the "IMPROVEMENTS") and uses:

Construction, use, operation, maintenance, repair and ownership of a new twenty-inch (20") fusible polyvinyl chloride (FPVC) trunk sewer line encased in a thirty-inch (30") steel casing that crosses within the right of way approximately twenty feet (20') below the tracks at Railroad station 64+50. Said crossing shall be in accordance with Public Utilities Commission of the State of California, OSHA regulations, and AREMA standard specifications and for uses normally incident to that purpose.

2. LICENSEE shall not use or actively permit the PREMISES to be used for any other purpose whatsoever, without the prior written consent of LICENSOR.
3. LICENSEE shall, at its own cost and subject to the supervision and control of LICENSOR'S appointed representative, construct and maintain the IMPROVEMENTS in such a manner and of such material that it will not at any time be a source of danger or interference with the present or future operation of any facilities owned and/or operated by LICENSOR or with LICENSOR'S PREMISES.
4. LICENSEE shall reimburse LICENSOR for any expenses reasonably incurred by LICENSOR for false work to support Licensor's tracks and for flagman to protect its traffic during installation of the IMPROVEMENTS and for all other expense incurred by Licensor because of the IMPROVEMENTS, contingent on LICENSEE obtaining appropriated funds from which payment can be made. In the event LICENSEE does not appropriate funds to fulfill the obligations of this License, then the License shall terminate and LICENSEE shall be required, at LICENSEE's sole cost and expense, to remove the IMPROVEMENTS and restore LICENSOR's property to substantially similar condition as before the IMPROVEMENTS were installed.
5. LICENSEE agrees to indemnify, defend and hold harmless LICENSOR and its board, officers, directors, agents, employees, the San Diego Trolley Inc., ("SDTI"), San Diego Transit Corporation ("SDTC"), and San Diego and Imperial Valley Railroad ("SD&IV") (collectively referred to as "MTS Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims,

including, but not limited to, third party claims, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the MTS Indemnitees arising out of or connected with this License, the maintenance of any device or appurtenance implemented under this License, and any negligent acts or omissions on the part of the LICENSEE, its City Council, officers, agents, contractors, sub-licensees, employees or invitees.

LICENSOR agrees to indemnify, defend and hold harmless LICENSEE and its City Council members, officers, agents, employees, volunteers and contractors (collectively referred to as "City Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, third party claims, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the City Indemnitees arising out of or connected with any negligent acts or omissions on the part of the LICENSOR, their boards, officers, agents, contractors, employees or invitees.

In the event of any acts or omissions of concurrent negligence which results in the filing of a demand, claim, or complaint against the parties, each party shall defend and represent itself such that each party shall bear its own costs and attorneys' fees.

6. LICENSEE shall, at LICENSEE'S own cost and expense, promptly secure (after execution of this License) and maintain during the entire term of this License a broad form of comprehensive coverage policy of public liability insurance acceptable to LICENSOR and issued by an entity authorized to issue liability insurance in California, insuring LICENSEE and LICENSOR against loss or liability caused by or connected with LICENSEE'S occupation and use of the right-of-way under this License in the amounts not less than:
- Two Million Dollars (\$2,000,000) for injury to or death to one or more persons as a result of any accident or incident; and
 - One Million Dollars (\$1,000,000) for damages to or destruction of any property of others.

LICENSEE will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who are authorized to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to MTS Contracts Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

All such policies shall name the San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and the San Diego Transit Corporation (SDTC), their directors, officers, agents and employees as additional insureds as their interests may appear.

LICENSEE Agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

Notwithstanding anything to the contrary in this LICENSE, LICENSEE may elect to self-insure all or any portion of the risks that would otherwise be covered by the insurance policies required to be carried by LICENSEE under this Paragraph 6 and all conditions and requirements in such sections shall be deemed satisfied, in which case LICENSEE shall assume and pay from its assets the cost, expense, damages, claims, losses and liabilities arising from such self-insured risks to the same extent that the insurance company or companies would have insured such risks under the insurance policies required to be carried by LICENSEE under such sections. In the instances where LICENSEE's self-insured retention is more than the required limits of liability described herein, LICENSEE is self-insured and shall be solely responsible for payment of all deductibles or self-insured retentions that are applicable to any claims made against LICENSOR that are covered by LICENSEE's insurance policies or contemplated by this LICENSE. The provisions of this Paragraph 6 shall apply to any loss or damage covered by such self-insurance. If LICENSEE elects to self-insure, then LICENSEE shall not be required to provide insurance policies or certificates for such self-insured amounts to LICENSOR, but shall provide a letter of self-insurance to LICENSOR upon LICENSOR's written request. If LICENSEE elects to self-insure pursuant to the provisions herein and thereafter elects to terminate such self-insurance program, LICENSEE shall give at least thirty (30) days' prior written notice thereof to LICENSOR along with copies of replacement policies of insurance or certificates in accordance with the requirements set forth in this Paragraph 6.

7. The LICENSEE shall, within one hundred and twenty (120) days after receiving written notice from LICENSOR, relocate the IMPROVEMENTS constructed pursuant to this License if LICENSOR determines that the IMPROVEMENTS interfere with LICENSOR'S current or future use of its property for public transit purposes. The IMPROVEMENTS may be relocated within LICENSOR'S right-of-way if it is feasible to do so. The expense of relocating the IMPROVEMENTS shall be borne by LICENSEE.
8. If at any time LICENSEE fails or refuses to comply with or carry out any or all of the covenants herein, LICENSOR may, at its election, revoke this LICENSE upon one hundred and twenty (120) days written notice to LICENSEE.
9. This LICENSE is given by LICENSOR and accepted by LICENSEE upon the express condition that the same may be terminated at any time by either party upon thirty (30) days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this LICENSE in this or any other manner herein provided, LICENSEE, upon demand of LICENSOR, shall abandon the use of the IMPROVEMENTS and restore the right-of-way and any other IMPROVEMENTS or facilities within said right-of-way whether owned by LICENSOR or others to their original condition in which they were prior to the installation of the IMPROVEMENTS. In case LICENSEE fails to restore LICENSOR'S right-of-way and improvements or facilities as aforementioned within nine (9) months after the effective date of termination, LICENSOR may proceed with such work at the expense of LICENSEE. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date the IMPROVEMENTS are removed and the right-of-way of LICENSOR restored as above provided.
10. In the case of eviction of LICENSEE by anyone owning or obtaining title to the right-of-way on which the IMPROVEMENTS are located, or the sale or abandonment by LICENSOR of said

right-of-way, LICENSOR shall not be liable to LICENSEE for any damage of any nature whatsoever or refund any payment made by LICENSEE to LICENSOR hereunder.

11. All notices to be given hereunder shall be given in writing, by depositing same in the United States mail duly registered or certified, with postage prepaid, and addressed to the LICENSEE or LICENSOR at the addresses shown on the signature page hereof or addressed to such other address as the parties hereto may from time to time designate.
12. If two or more parties execute this instrument as LICENSEE, all the covenants and agreements of LICENSEE in this License shall be the joint and several covenants and agreements of such parties.
13. All the covenants and provisions of this instrument shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by LICENSEE, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon LICENSOR without the written consent of LICENSOR in each instance. LICENSOR understands that LICENSEE may sell or otherwise transfer its property during the term of this License and is agreeable to such assignment or transfer, subject to LICENSOR'S written consent. Such written consent shall not be unreasonably withheld.
14. Any work performed on LICENSOR'S right-of-way by LICENSEE or LICENSEE'S contractor shall be done in a satisfactory workmanlike manner and in accordance with plans and specifications approved by LICENSOR, such approval shall not be unreasonably withheld or delayed, and no work shall be permitted until said plans and specifications have been approved by LICENSOR, such approval shall not be unreasonably withheld or delayed.
15. LICENSEE shall obtain a valid RIGHT OF ENTRY permit (Permit) from LICENSOR as a part of this License prior to entering upon LICENSOR'S right-of-way at any time whether to install, inspect, maintain, replace, or remove the IMPROVEMENTS and shall comply with the terms, conditions, and requirements of said Permit, including the insurance requirements, as a part of this License. LICENSOR shall timely process any applications required to obtain a Permit and shall not unreasonably deny or delay the issuance of any such Permit.

THIS LICENSE DOES NOT GRANT UNLIMITED ACCESS TO LICENSOR'S RIGHT-OF-WAY. FAILURE TO OBTAIN AND COMPLY WITH THE REQUIREMENTS OF A VALID PERMIT WILL BE SUFFICIENT REASON FOR LICENSOR TO TERMINATE THIS LICENSE.

16. This License shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this License, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
17. It is an express condition of this license that said license shall not be complete or effective until signed by LICENSEE'S authorized designee on behalf of LICENSEE, and by LICENSOR.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by and through their respective duly authorized representatives on the date written below their signatures.

LICENSOR:

SAN DIEGO AND ARIZONA EASTERN RAILWAY

Signature: Sharon Cooney

Name: Sharon Cooney

Title: President

Date: 1/20/2021

LICENSEE:

CITY OF SAN DIEGO

Signature: Kristin Geitz

Name: Kristin Geitz

Title: ^{Interim} Director, Real Estate Assets Department

Date: 01/27/21

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Signature: Sharon Cooney

Name: Sharon Cooney

Title: Chief Executive Officer

Date: 1/20/2021

Address:
City of San Diego
Public Utilities Department
9192 Topaz Way San Diego, CA 92123

Approved as to form:

By: Karen Landers
Karen Landers, General Counsel

Approved as to form:
MARA W. ELLIOTT, City Attorney

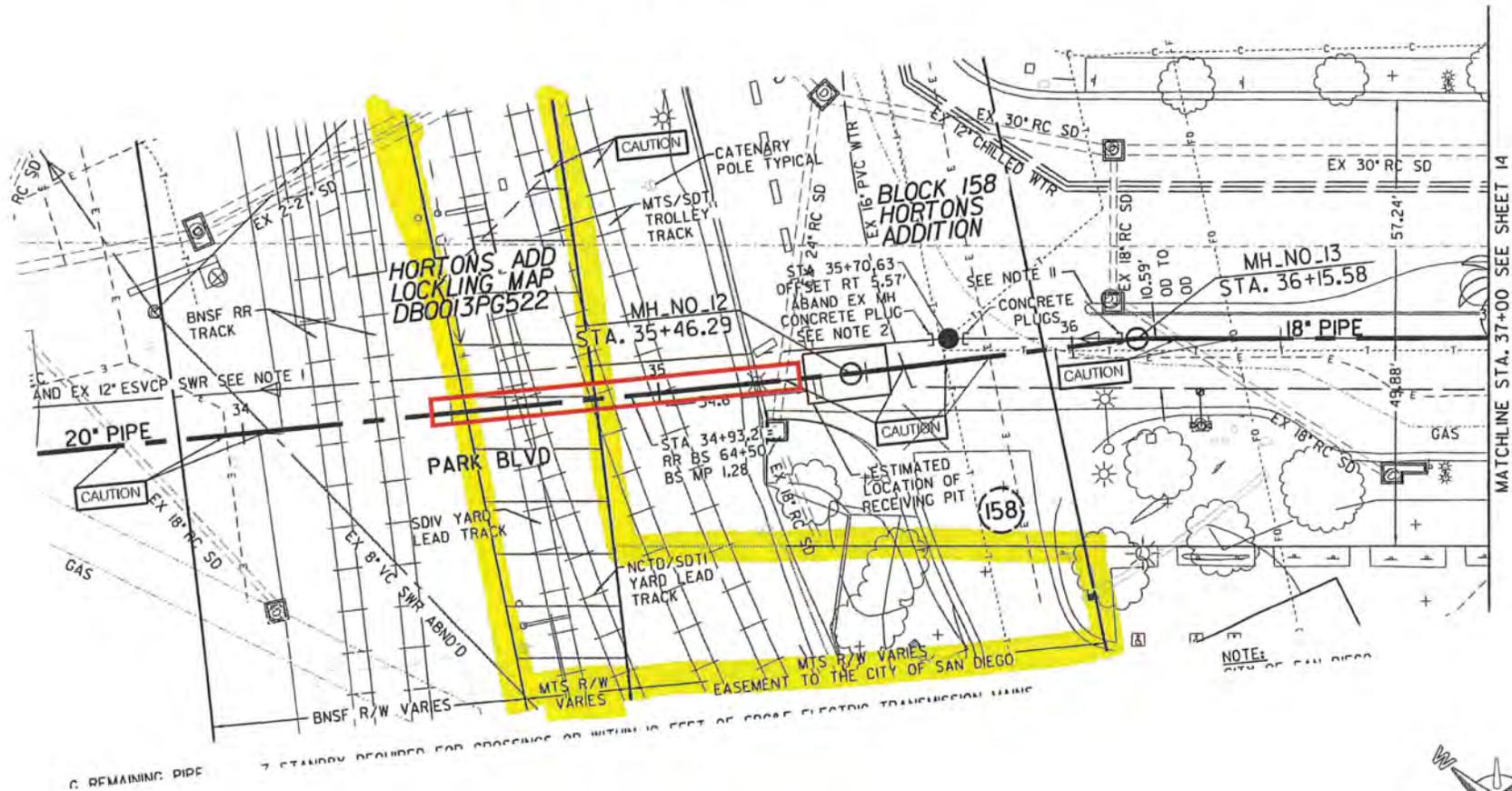
Marco A. Verdugo
Deputy City Attorney

Name: Marco A. Verdugo

Date: 1/29/2021

Attachment: Exhibit "A" – Layout
Exhibit "B" – Profile
Exhibit "C" – Site Map

EXHIBIT "A"



**PROPOSED 20" FPVC PIPE
WITH 30" STEEL CASING
LOCATED UNDER TROLLEY**



EXHIBIT "B"

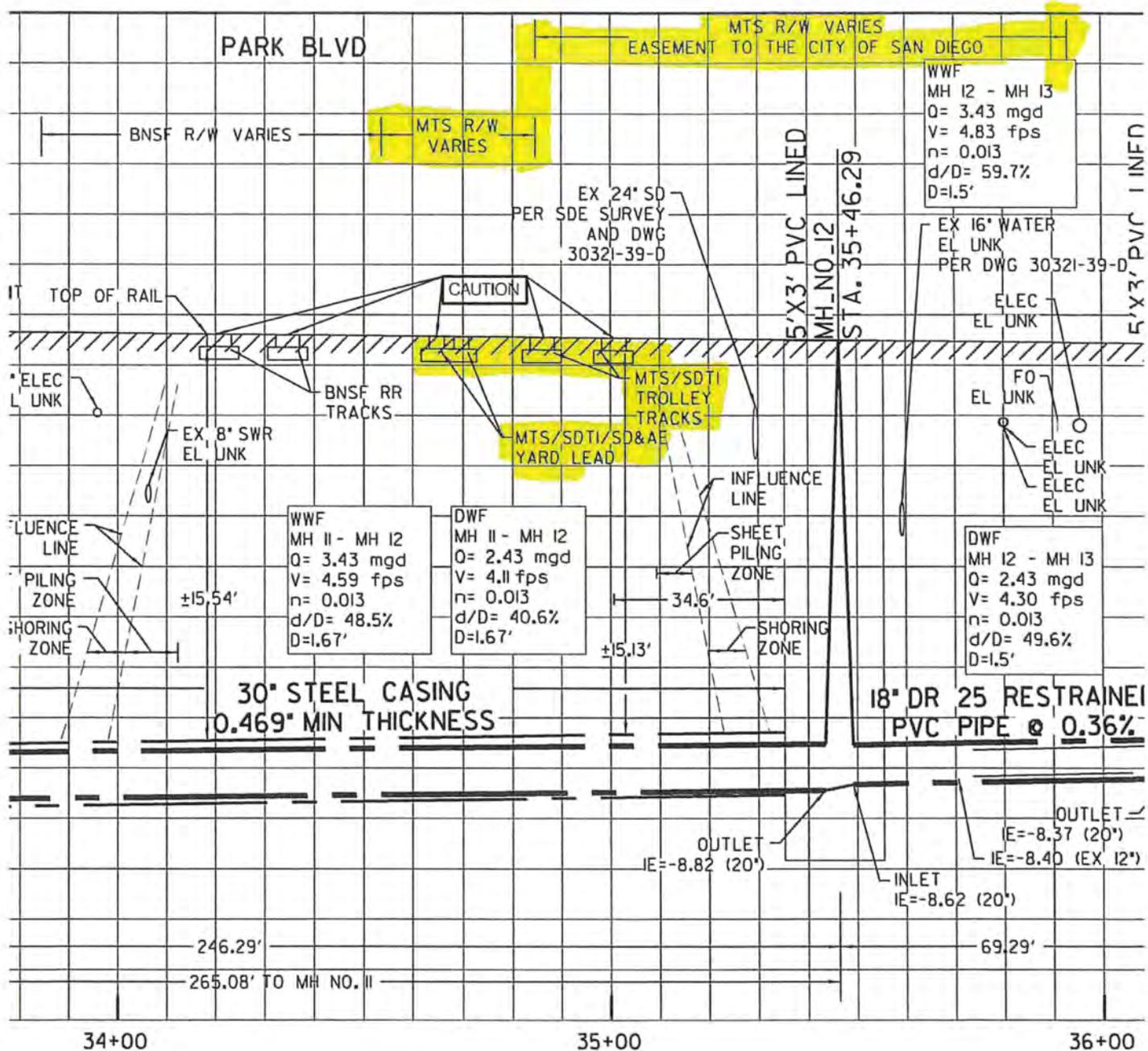


EXHIBIT "C"

The City of **SAN DIEGO** Public Works

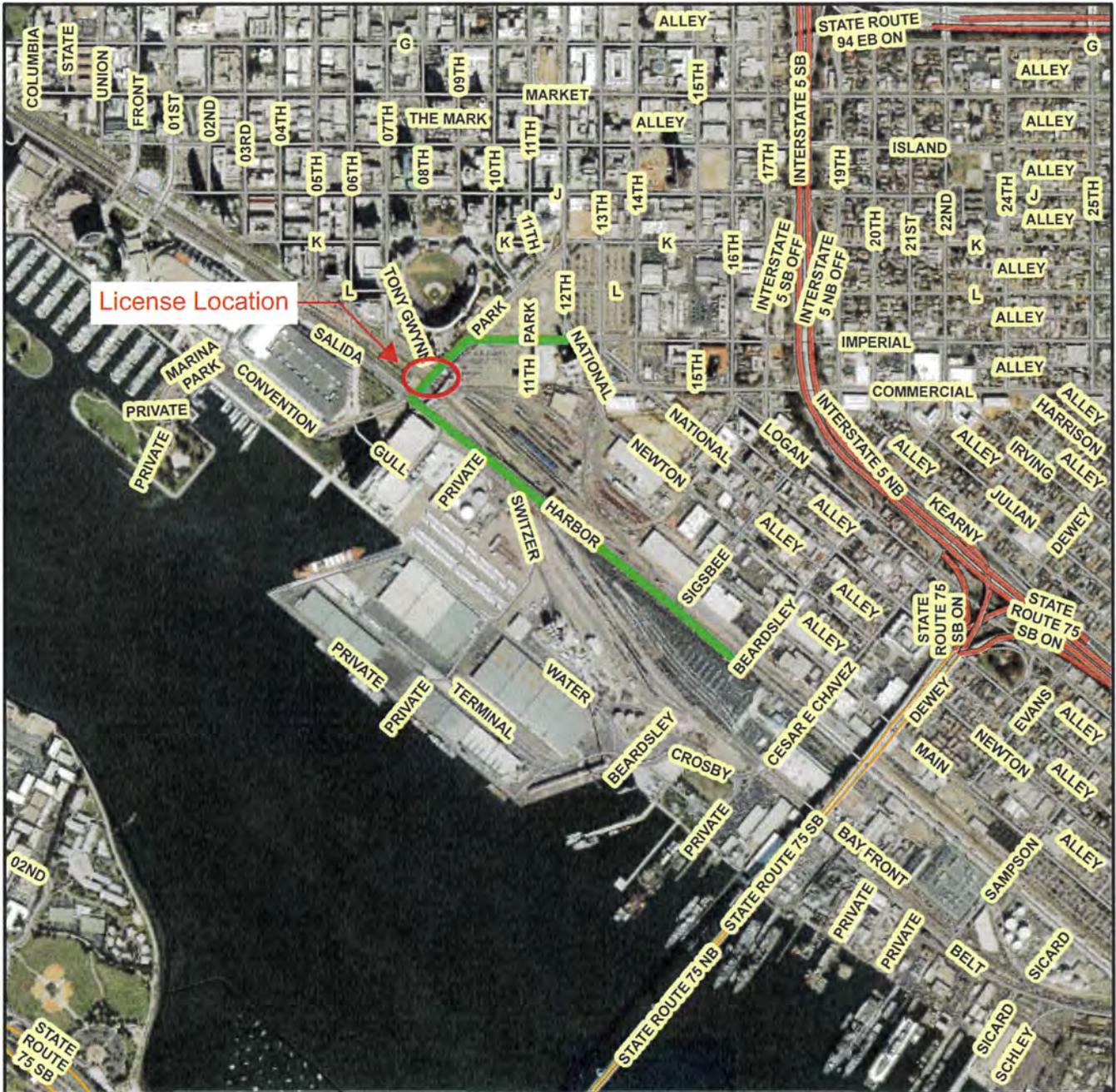
HARBOR DRIVE TRUNK SEWER UPGRADE

SENIOR ENGINEER
BRIAN VITELLE
619-533-5105

PROJECT MANAGER
IDALMIRO DA ROSA
619-533-4629

PROJECT ENGINEER
JOHNNY NGUYEN
619-533-4646

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4629
Email: engineering@sandiego.gov



Legend

— Proposed Harbor Drive Trunk Sewer



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COMMUNITY NAME: Downtown, Barrio Logan

COUNCIL DISTRICT: 3, 8

SAP ID: B00000 (S) \

Date: March 1, 2018



B00000 (W)

Harbor Drive Trunk Sewer Replacement
Appendix M - MTS Railroad Right-of-Way License

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APPENDIX N
PORT OF SAN DIEGO RIGHT OF ENTRY PERMIT



DISTRICT CONDITIONAL PROJECT APPROVAL

DATE: October 7, 2020

APPLICANT: City of San Diego

PROJECT TITLE: Harbor Drive Trunk Sewer Replacement

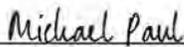
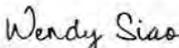
PROJECT LOCATION: Switzer Street west of Harbor Drive, San Diego

PROJECT NUMBER: 2020-075

PLANNING DISTRICT: 4-Tenth Avenue Marine Terminal (TAMT)

COST ESTIMATE: Total Cost - \$19 Million

This project is hereby granted a Category 2 DISTRICT CONDITIONAL PROJECT APPROVAL as set forth in this document. Additional municipal, state, federal or other permits may be required. THIS IS NOT A BUILDING PERMIT.

| Approving Authority | Signature/Date |
|--|--|
| Michael Paul Assistant Planner Development Services Department |  oct 7, 2020 |
| Darwin Vasquez Architect Development Services Department |  oct 8, 2020 |
| Wendy Siao Program Director Development Services Department |  oct 8, 2020 |

Project No. 2020-075 City of San Diego: Harbor Drive Trunk Sewer Replacement

SECTION I: DEVELOPMENT SERVICES DEPARTMENT – PROJECT AND DESIGN REVIEW

Primary Contact: Darwin Vasquez, dvasquez@portofsandiego.org
Secondary: Wendy Siao, wsiao@portofsandiego.org

Premises/Site: Mr. Eriberto J. Valdez, Jr., Associate Planner for City of San Diego (City) has submitted for approval the project application, cover letter and project description, notice of exemption, project plans and drawings (Attachment A) for the proposed project at address Switzer Street west of Harbor Drive.

Project Description: City will be replacing and updating the sewer main and lateral for portion that runs through Port Tidelands just outside the north entrance to Tenth Avenue Marine Terminal (TAMT) by the City. The Project will replace approximately 4,500 linear feet (LF) of existing 12 to 24-inch trunk sewer with 18 to 30-inch diameter pipe.

The upsizing of utility is due to existing and future development in the area, as 2020 Max Dry Weather and Max Wet Weather sewer flows are anticipated to increase by roughly 150% and 130% respectively, by 2050. Approximately 100 LF of sewer installation is within the Port of San Diego's (Port) TAMT Area. Specifically, the sewer lateral perpendicular to Harbor Drive southwest of Switzer Street, passes through a public utility easement in the Port's jurisdiction. The lateral is confirmed to be active; however, it is unknown what property is served by this lateral. The work to be completed along Switzer Street will require coordination with the Port and Burlington Northern Santa Fe (BNSF) Railway Company. The existing 8-inch and 18-inch diameter sewer laterals within the Port's jurisdiction currently connect and discharge to the trunk sewer under the Harbor Drive overpass via an existing manhole within BNSF ROW. The City plans to relocate the manhole and realign the lateral to be within City ROW. The existing lateral and manhole will be slurry filled and abandoned. The construction area required, including excavation and staging area, to install the new lateral and manhole, is anticipated to be approximately 5,000 square feet (SF), which includes a 40-foot wide area along the centerline alignment of the lateral. The depths of the replacement pipes will range from 10 to 20 feet. The project will also rehabilitate, replace, and abandon existing manholes along the alignment; modify curb ramps; and resurface, pave, and stripe streets. No signage or architectural features are anticipated to be impacted through construction. The limits of work for this project are within a neighborhood including industrial/commercial land uses and Petco Park.

Project Specific Conditions of Approval:

The City of San Diego and its Contractor will be responsible for notifying the District and potentially impacted tenants at least 5 days prior to the start of construction and keep the community informed for any potential disturbance.

SECTION II: DEVELOPMENT SERVICES DEPARTMENT – CEQA AND COASTAL

Primary Contact: Michael Paul, mpaul@portofsandiego.org

1. Pursuant to California Coastal Act Section 30717, there is a 10-working-day period to appeal this "Coastal Act Categorical Determination of Exclusion" to the California Coastal Commission. This project approval is not considered final, and project construction cannot commence, until 10 working days after notification of this Categorical Determination of Exclusion has been provided to the California Coastal Commission and the public. For this project, the appeal period commenced on September 1, 2020 and ended on September 15, 2020. The project approval is

Page 3 of 10
October 7, 2020

Project No. 2020-075 City of San Diego: Harbor Drive Trunk Sewer Replacement

considered final since no appeals were received.

2. See Attachment B – CEQA and Coastal Determination No. 2020-075.

SECTION III: REAL ESTATE – MARINE INDUSTRIAL

Primary Contact: Ryan Donald, rdonald@portofsandiego.org

Secondary Contact: Isabel Ortega, iortega@portofsandiego.org

RIGHT OF ENTRY LICENSE AGREEMENT (ROELA)

1. This approval letter is not intended and does not operate to modify or amend Tenant's existing obligations to the District under the terms of its ROELA with the District. In the event of a conflict or material inconsistency between the terms of this approval and the terms of the ROELA, the terms of the ROELA shall control provided, however any indemnity and hold harmless provisions shall be cumulative.
2. The City of San Diego must secure a ROELA or Tidelands Use and Occupancy Permit (TUOP) from the District for work to be done on District Tidelands.
3. At a minimum of ten working days prior to construction occurring in the vicinity of an adjacent District Tenant, the City of San Diego must coordinate with each District Tenant whose access and parking will be affected by the project.

SECTION IV: PLANNING & GREEN PORT DEPARTMENT – LONG RANGE PLANNING

Primary Contact: Ashley Wright, awright@portofsandiego.org

Secondary Contact: Anna Buzaitis, abuzaiti@portofsandiego.org

This Project is consistent with BPC Policy No. 752 “Guidelines for Conducting Project Consistency Review Related to the Integrated Port Master Plan Update” and generally consistent with the Integrated Planning Vision.

SECTION V: ENVIRONMENTAL CONSERVATION

Primary Contact: Eileen Maher, emaher@portofsandiego.org

Secondary Contact: Tim Barrett, tbarrett@portofsandiego.org

Environmental Conservation has reviewed the project and has no comments.

SECTION VI: ENVIRONMENTAL PROTECTION

Primary Contact: Allison Vosskuhler, avosskuhler@portofsandiego.org

Secondary Contact: Christian Braun, cbraun@portofsandiego.org

STORMWATER

1. This project requires a District Construction BMP Plan, also known as Erosion and Sediment Control Plan (ESCP) by the City, for projects less than one acre. The Construction BMP must describe the implementation and maintenance of the stormwater pollution prevention BMPS used to prevent unauthorized discharges to the stormwater conveyance system from construction activities. A completed Construction BMP Plan must be submitted for review and approval by the District prior to the start of work. Once approved, the Construction BMP Plan is always to be maintained on the site implemented and amended as required throughout construction. No discharges of any material or waste, including non-stormwater sources such as

Project No. 2020-075 City of San Diego: Harbor Drive Trunk Sewer Replacement

potable water, wash water, or dust soil, trash, and debris, may contaminate stormwater or enter the stormwater conveyance system. Any such material that inadvertently contaminates stormwater or enters the stormwater conveyance system as part of site operations must be removed immediately. All unauthorized discharges to the stormwater conveyance system or the Bay or the ocean must be reported immediately to the District Environmental Protection Department, in order to address any regulatory permit requirements regarding spill notifications.

2. Deficient BMPs and/or lack of BMPs constitutes a violation of the Stormwater Management and Discharge Control Ordinance (Article 10). The ordinance allows enforcement activities, providing for both administrative and judicial authorities, when necessary.

HAZARDOUS MATERIALS (Hazmat)

Primary Contact: Paul Brown, pbrown@portofsandiego.org

Secondary Contact: George Liddle, gliddle@portofsandiego.org

Due to the potential to encounter contaminants during site activity, the City of San Diego must retain an experienced licensed consultant to prepare and implement a project HAZMAT plan establishing a compliance program, which the City of San Diego must implement, for all environmental regulations pertaining to the project. These plans must be submitted to the District for approval 30 days prior to commencement of ground disturbing activity.

A copy of the Burn Ash Management Plan, Historical Summary of TAMT has been provided by staff to the City.

At a minimum the HAZMAT Work Plan Elements shall include:

- Site Investigation Plan, to plan and implement site environmental testing needed by the environmental consultant to adequately determine site conditions for the following Hazmat program elements.
- Site Worker Health and Safety Plan, to ensure compliance with 29 CFR part 120, HAZWOPER regulations for site workers at uncontrolled hazardous waste sites prepared and implemented by a California Licensed Certified Industrial Hygienist.
- Soil and debris export monitoring plan, to ensure that all material exported from the site is properly characterized and approved for disposal as either inert, solid or hazardous waste in accordance with California Administrative Code Title 22 Environmental Health Standards for the Management of Hazardous Waste.
- Community Health and Safety Plan, to ensure community health and safety in accordance the San Diego County Department of Environmental, Health Site Assessment and Mitigation Manual; https://www.sandiegocounty.gov/content/dam/sdc/deh/water/docs/sam_tofc-2004.pdf.
- Analysis and Mitigation of VOC Impacts to Indoor Air. Tenant/Applicant must perform a study and plan to: 1) Analyze the potential impact from volatile organic compounds potential migration from site groundwater into Project buildings indoor air, 2) Determine the potential risk to building occupants, and 3) Plan any required mitigation, in accordance with the guidance documents referenced here: https://www.waterboards.ca.gov/water_issues/programs/site_cleanup_program/vapor_intrusion/#vi_guidance.

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October 7, 2020

Project No. 2020-075 City of San Diego: Harbor Drive Trunk Sewer Replacement

- Soil management Plan to ensure proper disposal of any contaminated soil.

Hazmat Program Completion Report

Upon project completion, City of San Diego, through the environmental consultant, must submit a project closeout report to the District documenting implementation of the Projects Hazmat work plan elements discussed above.

ASBESTOS

Primary Contact: Paul Brown, pbrown@portofsandiego.org

Secondary Contact: George Liddle, gliddle@portofsandiego.org

Site structures which may include building slab remnants, pipelines and other utilities, may contain asbestos containing materials (ACM). The project must comply with these special ACM conditions:

1. City of San Diego will comply with all applicable laws and regulations pertaining to ACM management and demolition. The following regulations apply to ACM removal.
 - Occupational Safety and Health Administration (OSHA) Code of Federal Regulations (CFR) 29 §260-299.
 - OSHA Rule 40 CFR 40 §1910.1001.
 - OSHA Rule 40, CFR Part 61, Subpart M; (enforced by the San Diego Air Pollution Control District (SDAPCD), under authority, per Regulation XI, Subpart M - Rule 361.145).
 - OSHA 29 CFR Code of Federal Regulations (CFR) § 1926.58.
 - State of California Division of Occupational Safety and Health, (Cal/OSHA) Title 8, §1529.
 - Cal/OSHA §25915-25919.7 and §25925-25929.

2. Definition of terms:

Certified Asbestos Contractor: OSHA requires any contractor performing removal of ACM with an asbestos fiber content of more than 0.1% and 100 square feet or more of surface area to be certified, for more information contact <https://www.dir.ca.gov/dosh/acru/acruhome.htm>.

Certified Asbestos Consultant: OSHA requires any consultant and technician conducting sampling or planning and overseeing asbestos removal projects of 100 square feet or more of surface area of ACM to be certified for more information contact <https://www.dir.ca.gov/dosh/acru/acruhome.htm>.

Requirements:

- a. If any existing structures are discovered during the Project which require demolition and removal, Tenant/Applicant will engage a Certified Asbestos Consultant (CAC) to determine the presence of ACM. If ACM is suspected, City of San Diego's CAC will complete a destructive level survey, prepare plans and specifications as needed to complete the abatement by a Certified Asbestos Contractor.

Project No. 2020-075 City of San Diego: Harbor Drive Trunk Sewer Replacement

- b. Prior to construction, City of San Diego's Certified Asbestos Consultant will complete and submit a Notice of Intention form to SDAPCD ten working-days in advance. The Notice of Intention form which can be found at <http://www.sdapcd.org/content/dam/sdc/apcd/PDF/Compliance/AsbNotificationform.pdf>.
- c. City of San Diego will retain a Certified Asbestos Contractor to perform any removal, or abatement and disposal of ACM during and after construction tenant will engage a Certified Asbestos Contractor to:
 - i. Complete an air clearance sampling.
 - ii. Prepare and submit post abatement report documenting all notifications, monitoring, abatement, closure, post abatement air clearance sampling and waste disposal.

SECTION VII: ENGINEERING & CAPITAL PROJECTS

Primary Contact: Perla Goco, pgoco@portofsandiego.org

Secondary Contact: Eric Guerreiro, eguerrei@portofsandiego.org

1. City of San Diego is responsible for notification, approval and coordination of the agencies responsible for the various utilities and public facilities that may be affected by this project.
2. City of San Diego and its contractor must contact Underground Service Alert at (800) 422-4133 at least two (2) working days not including the date of notification before digging.
3. A District Inspector will be assigned to this project. City of San Diego shall provide the date and time work is to commence to the District's Construction Inspection Supervisor, Eric Guerreiro, with a minimum 72-hours prior to start of work at (619) 686-6451 or eguerrei@portofsandiego.org. This notification shall include the name and contact information of the point of contact (for the City of San Diego and/or contractor) to allow coordination for inspection by the District's Engineering Department.

Project Specific Condition of Approval:

The replacement of the porous pavement near the North Gate of TAMT should follow Port provided documentations (Geo-fabric, permeable bases and porous concrete specification) in "as approved equal".

SECTION VIII: ENGINEERING – CONSTRUCTION SURVEYOR

Primary Contact: Christopher McGrath, cmcgrath@portofsandiego.org

Secondary Contact: Tim Moreno, tmoreno@portofsandiego.org

1. Any existing survey monuments that will be disturbed or destroyed as a result of the project, shall be completely surveyed and tied out with a pre-construction corner record prepared by a licensed land surveyor, per Business and Professions Code 8771. Moreover, a post construction corner record is likewise required prior to final project sign off.
2. As applicable, prior to final sign off, the City of San Diego shall contact the District surveyor, Christopher McGrath, (619) 686-7231 to perform a site walk through to ensure the monuments have either been protected in place or replaced. The final construction plans and a copy of the filed post-construction corner record shall be

Project No. 2020-075 City of San Diego: Harbor Drive Trunk Sewer Replacement

made available prior to contacting the District Construction Inspector. City of San Diego is encouraged to contact the surveyor with any questions and required to schedule the close out site visit after the construction is complete and prior to final sign off for the survey monumentation.

SECTION IX: GENERAL SERVICES

Primary Contact: Allen Broughton, abroughton@portofsandiego.org

Secondary Contact: Daniel Toscano, dtoscano@portofsandiego.org

1. The District's General Services Department (GS) (619) 686-7269, must be notified a minimum of 72-hours prior to commencement of work on the project and to obtain District approval for utility connections on the District's electrical, water or natural gas meter service during construction.
2. City of San Diego is responsible for removal and replacement of any District owned street fixtures, signage, furniture, artwork, etc. that may need to be moved during construction. Contact GS to coordinate.
3. Prior to the approval of the final public improvement plan, complete Landscape and Irrigation construction documents shall be submitted to the District's General Services Department for review and approval.

SECTION X: MARITIME OPERATIONS (MARITIME)

Primary Contact: Dan Valentine, dvalentine@portofsandiego.org

Secondary Contact(s): Bruce Cummings, bcumming@portofsandiego.org

Detour route for container truck onto Harbor Drive south will require turning radius at minimum 20.3 degree steering lock angle for an output of 52' interior radius, and 72' exterior radius.

SECTION XI: HARBOR POLICE (HPD)

Primary Contact: Maria Santos, msantos@portofsandiego.org

Tenant shall always notify and coordinate any temporary lane closures, traffic detours, vehicular or pedestrian, with Harbor Police prior to implementing.

SECTION XII: STANDARD CONDITIONS OF APPROVAL

District Improvement Restoration

All District improvements, including landscaping damaged as a result of this project, shall be repaired or replaced to the satisfaction of the District.

Project Debris Removal

Disposal of all excess excavation spoils and project debris must be done off of tidelands and in accordance with federal, state, and local ordinances.

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October 7, 2020

Project No. 2020-075 City of San Diego: Harbor Drive Trunk Sewer Replacement

District Stamp on City Building Permit Drawings

Before a City Building Department can issue a City Building Permit, the District shall review, approve, stamp, and sign the City permit drawing sets. Please coordinate with the District Development Services Department for City permit drawing processing.

Validity of District Approval

Construction of this project must commence within twelve (12) months of the date of District Conditional Project Approval (DCPA) issuance or as stipulated in the Real Estate Agreement, whichever is earlier. Work must progress diligently to completion of the project. Failure to commence construction or suspension of work for a period of twelve months may result in the cancellation of project approval.

Approved Plans on Site

A complete set of approved drawings and specifications shall be on the job site at all times and available for review on request by District staff.

City Building Permitting

As applicable, the final plans must be submitted to the City Building Department for code compliance for structural, electrical, mechanical, plumbing, ADA, approval by the City Fire Marshall, and the issuance of a City Building Permit. All code regulations and conditions of approval must be met. All final outside agency inspection approvals must be available for District inspection when the project is completed.

Modification to Approved Plans

District will require City of San Diego to submit drawings and documentation for any plan changes to the approved working drawings that require a plan update. District will review the submittal for consistency with all prior plans, approvals and permits and issue a Field Directive if the plan changes are in compliance.

As-built Drawings

As-built drawings in cad, pdf or cd must be submitted to the District within 60 days of the project's completion and/or date of occupancy.

Indemnity and Hold Harmless:

City of San Diego shall, except for Claims (as that term is defined below) arising from the sole negligence or willful misconduct of District, defend, indemnify and hold harmless the District and its officials, officers, representatives, agents, and employees from any litigation, claim, action, proceeding, loss, damage, cost, expense (including, without limitation, all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment (collectively, "Claims") arising directly or indirectly out of, from, or in connection with: (a) the obligations undertaken in connection with this District Conditional Project Approval; (b) the possession, use, occupancy, operation or development of the premises/site by City of San Diego or City of San Diego's representatives, agents, employees, consultants, contractors, invitees, successors, assignees or similar users/affiliates (collectively, "City of San Diego Affiliate"); (c) the conditional approval of this Project, or other permits or approvals granted to City of San Diego or City of San Diego Affiliate related to the premises/site, including, but not limited to, approvals or permits for the development of any structures, buildings, installations, and improvements on the premises/site, or use of the premises/site (collectively, "Related Approvals"); and (d) environmental documents, mitigation and/or monitoring plans, or determinations conducted and adopted pursuant to the California Environmental Quality Act

Page 9 of 10
October 7, 2020

Project No. 2020-075 City of San Diego: Harbor Drive Trunk Sewer Replacement

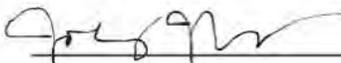
or the National Environmental Policy Act for the project, this District Conditional Project Approval or Related Approvals.

City of San Diego acknowledges and agrees that it is the sole and exclusive responsibility of City of San Diego, and not the District, to: (a) ensure that all persons and/or entities (including, but not limited to, City of San Diego or City of San Diego Affiliate) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with the development, construction, possession, use, occupancy, or operation of the premises/site, this Permit and Related Approvals shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL. The obligations to defend, indemnify and hold the District harmless shall apply to, in addition to other Claims, any and all PWL Claims, except for those arising from the sole negligence or willful misconduct of District.

The District may, in its sole and absolute discretion and in good faith, participate in the defense of any Claims and the City of San Diego shall reimburse District for said defense, including, but not limited to, reimbursement for outside attorneys' and experts' fees, and other costs. The District's participation shall not relieve the City of San Diego of any of its obligations under this Paragraph. The District shall provide reasonable notice to the City of San Diego of its receipt of any Claims.

This Paragraph and the other obligations of City of San Diego under this Project Review and Approval are independent of, and in addition to, the obligations of City of San Diego under any existing lease(s), other contractual agreement(s) or permits with or granted by the District, and are binding upon City of San Diego, and its agents, representatives, successors and assigns. This Paragraph shall survive the term of this District Conditional Project Approval.

City of San Diego: Upon review, acceptance and signature by the City of San Diego's authorized representative below and payment of all applicable District Cost Recovery fees, Development Services will provide this District Conditional Project Approval and stamp the working drawings or project plans for city building permit processing. If City of San Diego fails to comply with any one of these conditions of approval, the District, at its sole discretion reserves the right to rescind this District Conditional Project Approval or any portion, thereof. If any District approval is rescinded for any reason it may impact the City of San Diego's lease, agreements or other related project entitlements with the District, city, state, federal or other agencies. **I hereby agree to and accept the Conditions of Approval as set forth in this document:**

Signature: 
Print Name: Johnny Nguyen
Title: Project Engineer
Date: Oct 8, 2020
Project Start Date: April 2021 Project Duration: 2 years

All District Conditional Project Approvals will be filed in the Office of the District Clerk.

Attachment A – Cover Letter, Project Description, Notice of Exemption and Project Plans
Attachment B – CEQA and Coastal Determination No. 2020-075

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October 7, 2020

Project No. 2020-075 City of San Diego: Harbor Drive Trunk Sewer Replacement

Distribution:

M. Paul, SDUPD
I. Ortega, SDUPD
R. Donald, SDUPD
A. Wright, SDUPD
A. Buzaitis, SDUPD
E. Maher, SDUPD
T. Barrett, SDUPD
A. Vosskuhler, SDUPD
D. Toscano, SDUPD
W. Siao, SDUPD
M. Santos, SDUPD
P. Goco, SDUPD
D. Vasquez, SDUPD

C. Braun, SDUPD
P. Brown, SDUPD
G. Liddle, SDUPD
C. Brooke, SDUPD
E. Guerreiro, SDUPD
C. McGrath, SDUPD
T. Moreno, SDUPD
A. Broughton, SDUPD
E. Medina, SDUPD
W. Manaois, SDUPD
B. Cummings, SDUPD
K. McCollough, SDUPD
L. Toma, SDUPD

SDUPD No. 1647779



Public Works Department

Environmental Support and Technical Services Division

June 16, 2020

Port of San Diego
Development Services Department
3165 Pacific Highway
San Diego, CA 92101

Subject: Harbor Drive Trunk Sewer Replacement Project – Coastal Development Permit Application

Dear Port of San Diego:

On March 24, 2020, the City of San Diego (City) submitted an electronic Port of San Diego (Port) Development Services Request Intake Form with a Location Map and a CEQA Notice of Exemption. Per the Port's request, the City is submitting the following detailed project description in our application for a Coastal Development Permit (CDP) for the Harbor Drive Trunk Sewer Replacement Project (Project).

Project Location

The project alignment is within the following streets:

- Harbor Drive between Beardsley Street and Park Boulevard;
- Switzer Street west of Harbor Drive;
- Park Boulevard between Harbor Drive and Imperial Avenue; and,
- Imperial Avenue between Park Boulevard and 12th Avenue.

Proposed Scope of Work

The Project will replace approximately 4,500 linear feet (LF) of existing 12 to 24-inch trunk sewer with 18 to 30-inch diameter pipe. The upsizing of utility is due to existing and future development in the area, as 2020 Max Dry Weather and Max Wet Weather sewer flows are anticipated to increase by roughly as 150% and 130% respectively by 2050. Approximately 100 LF of sewer installation is within the Port of San Diego's (Port) 10th Avenue Maritime Terminal Area. Specifically, the sewer lateral perpendicular to Harbor Drive southwest of Switzer Street, passes through a public utility easement in the Port's jurisdiction. The lateral is confirmed to be active; however, it is unknown what property is served by this lateral. The work to be completed along Switzer Street will require coordination with the Port of San Diego and Burlington Northern Santa Fe (BNSF) Railway Company.

The existing 8-inch and 18-inch diameter sewer laterals within the Port's jurisdiction currently connect and discharge to the trunk sewer under the Harbor Drive overpass via an existing manhole within BNSF ROW. The City plans to relocate the manhole and realign the lateral to be within City ROW. The existing lateral and manhole will be slurry filled and abandoned.

The construction area required, including excavation and staging area, to install the new lateral and manhole, is anticipated to be approximately 5,000 square feet (SF), which

Page 2
California Coastal Commission
June 16, 2020

includes a 40-foot wide area along the centerline alignment of the lateral. The depths of the replacement pipes will range from 10 to 20 feet. The project will also rehabilitate, replace, and abandon existing manholes along the alignment; modify curb ramps; and resurface, pave, and stripe streets. No signage or architectural features are anticipated to be impacted through construction. The limits of work for this project are within a neighborhood including industrial/commercial land uses and Petco Park.

Proposed Construction Details

The construction methodologies for the Project include trenchless and open trench construction. Trenchless construction is planned along Harbor Drive and at the Park Boulevard and BNSF/MTS railroad crossing with open excavation for launching and receiving pits and manhole construction. Open trench construction will be performed for trunk sewer and manhole installation on Imperial Avenue and Park Boulevard east of the railroad crossing.

The sewer lateral and manhole construction within Port jurisdiction will be open trench construction with trench depths greater than 20 feet. The project would utilize construction equipment or systems including, but not limited to, traffic control, excavators, loaders, sewer bypass system equipment (pipes, pumps, backup pumps, containment, etc.), dewatering well system and or sump pumps, baker tanks for groundwater storage, pipe fusing machine, trucks for delivering and hauling equipment and materials, concrete trucks, and paving equipment.

It is estimated that approximately 6,000 cubic yards (CY) of soil within the Port's jurisdiction will be excavated. If the excavated soil cannot be used as backfill, the contractor shall stockpile (location to be determined), transport and dispose of soil per Greenbook and Whitebook standards. Upon completion of the sewer lateral replacement, trench shall be backfilled per Greenbook and Whitebook standards.

Temporary Storm Water Best Management Practices (BMP)

Temporary Storm Water BMP's will incorporate erosion and sediment control measures which may include, but will not be limited to, silt fence, inlet protection, fiber rolls, and gravel bag berms during the construction phase. Temporary Storm Water BMP's will be incorporated for the existing 24-inch storm drain inlet located within construction area. These details will be more clearly defined in a Water Pollution Control Plan (WPCP) that will be prepared prior to the start of construction. The WPCP is typically prepared by the City-hired contractor prior to the start of construction.

Other Existing/Proposed Details

A total number of four (4) truck parking spaces are anticipated to be temporarily impacted as a result of construction activity within the Port jurisdiction area. A traffic control plan will be enforced, including two (2) flaggers to direct fuel trucks in and out of the Jankovich fuel lot for the duration of the lateral installation.

Additionally, this project will include the replacement of approximately 2,400 SF of existing porous concrete at the four truck parking spaces temporarily impacted by the lateral and manhole installation. The porous concrete shall be installed per Port of San Diego requirements.

No special-status plant species will be impacted as a result of construction activities. No light poles of fixtures will be installed as part of this project.

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California Coastal Commission
June 16, 2020

California Environmental Quality Act (CEQA)

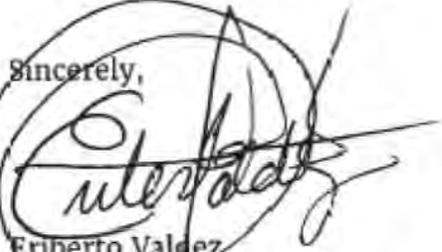
The City of San Diego conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section 15282(k), Other Statutory Exemptions, which includes the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length.

Construction Duration, Staging, and Port Jurisdiction Access

Construction within the Port's jurisdiction is expected to last up to two (2) months and anticipated to be complete by Spring 2022. Construction staging will occur within the described 40-foot wide area along the centerline alignment of lateral; however, activity will not prevent public access to areas within the Port's jurisdiction or impact ingress and egress to areas occupied by the Port's tenants.

If you have any questions regarding this request, please contact me at (619) 533-5191.

Sincerely,



Eriberto Valdez
Associate Planner

Enclosures

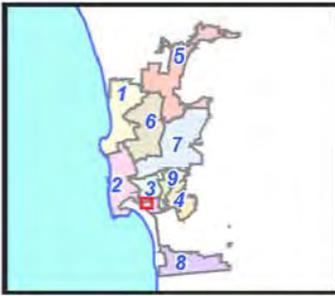
1. Port of San Diego Tenant Project Plan Application
2. Location Map
3. Full Size Project Design Plans
4. CEQA Notice of Exemption

cc: Julie Adam, Project Manager, Public Works
Johnny Nguyen, Project Engineer, Public Works
Jerry Jakubauskas, Senior Planner, Public Works
Gretchen Eichar, Senior Planner, Public Works



HARBOR DRIVE TRUNK SEWER UPGRADE

| | | | |
|--|---|---|---|
| SENIOR ENGINEER BRIAN VITELLE 619-533-5105 | PROJECT MANAGER IDALMIRO DA ROSA 619-533-4629 | PROJECT ENGINEER JOHNNY NGUYEN 619-533-4646 | FOR QUESTIONS ABOUT THIS PROJECT Call: 619-533-4629 Email: engineering@sanidiego.gov |
|--|---|---|---|



Legend

— Proposed Harbor Drive Trunk Sewer



COMMUNITY NAME: Downtown, Barrio Logan

COUNCIL DISTRICT: 3, 8

SAP ID: B00000 (S) \ B00000 (W)

Date: March 1, 2018



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NOTICE OF EXEMPTION*(Check one or both)*

TO: Recorder/County Clerk
 P.O. Box 1750, MS A-33
 1600 Pacific Hwy, Room 260
 San Diego, CA 92101-2400

FROM: City of San Diego
 Public Works Department
 525 B Street, Suite 750, MS 908A
 San Diego, CA 92101

Office of Planning and Research
 1400 Tenth Street, Room 121
 Sacramento, CA 95814

Project Name: Harbor Drive Trunk Sewer Replacement **WBS No.:** S-18006.02.06

Project Location-Specific: The project is located on Harbor Drive between Beardsley Street and Park Boulevard; Park Boulevard between Harbor Drive and Imperial Avenue; and Imperial Avenue between Park Boulevard and 12th Avenue. All work will occur within the Downtown Community Planning Area (Council Districts 3 and 8).

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

Description of nature and purpose of the Project: The project will replace approximately 0.88 miles of existing trunk sewer line partially housed within concrete encasements along Harbor Drive, Park Boulevard, and Imperial Avenue. The existing 12-, 15- and 24-inch diameter trunk sewer lines will be replaced with 18- and 30-inch diameter pipes. The project will also rehabilitate, replace, and abandon existing manholes along the alignment; modify curb ramps; and resurface, pave, and stripe streets. The construction methodology will be selected by the contractor, and options include trenchless and open trench. Trenchless impacts may include approximately ten 20 foot by 20 foot driving/receiving pits. Open trench impacts, anticipated along the Imperial Avenue and Park Boulevard segments, are estimated to be four feet wide and up to 20 feet deep.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Public Works
 Contact: Jerry Jakubauskas, Senior Planner
 Phone: (619) 533-3755
 525 B Street, San Diego, CA 92101

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption
- Statutory Exemption: Sec 15282(k) [Other Statutory Exemptions]

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section 15282 (k), Other Statutory Exemptions, which includes the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length. The project meets the requirements for a statutory exemption [Sec. 15282(k)]. Project will comply with the City's Land Development Code Historic Resources Regulations.

Revised May 2016

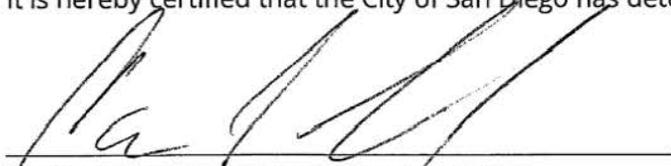
Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

If filed by applicant:

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

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



Carrie Purcell, Assistant Deputy Director

October 21, 2019

Date

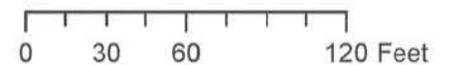
Check One:

- (X) Signed By Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:



Port GIS Map **DRAFT -For illustrative purposes only**



BNSF STANDARD CONSTRUCTION NOTES

1. XX

G-3

NOTES

HARBOR DRIVE TRUNK SEWER
REPLACEMENT PROJECT
NOTES

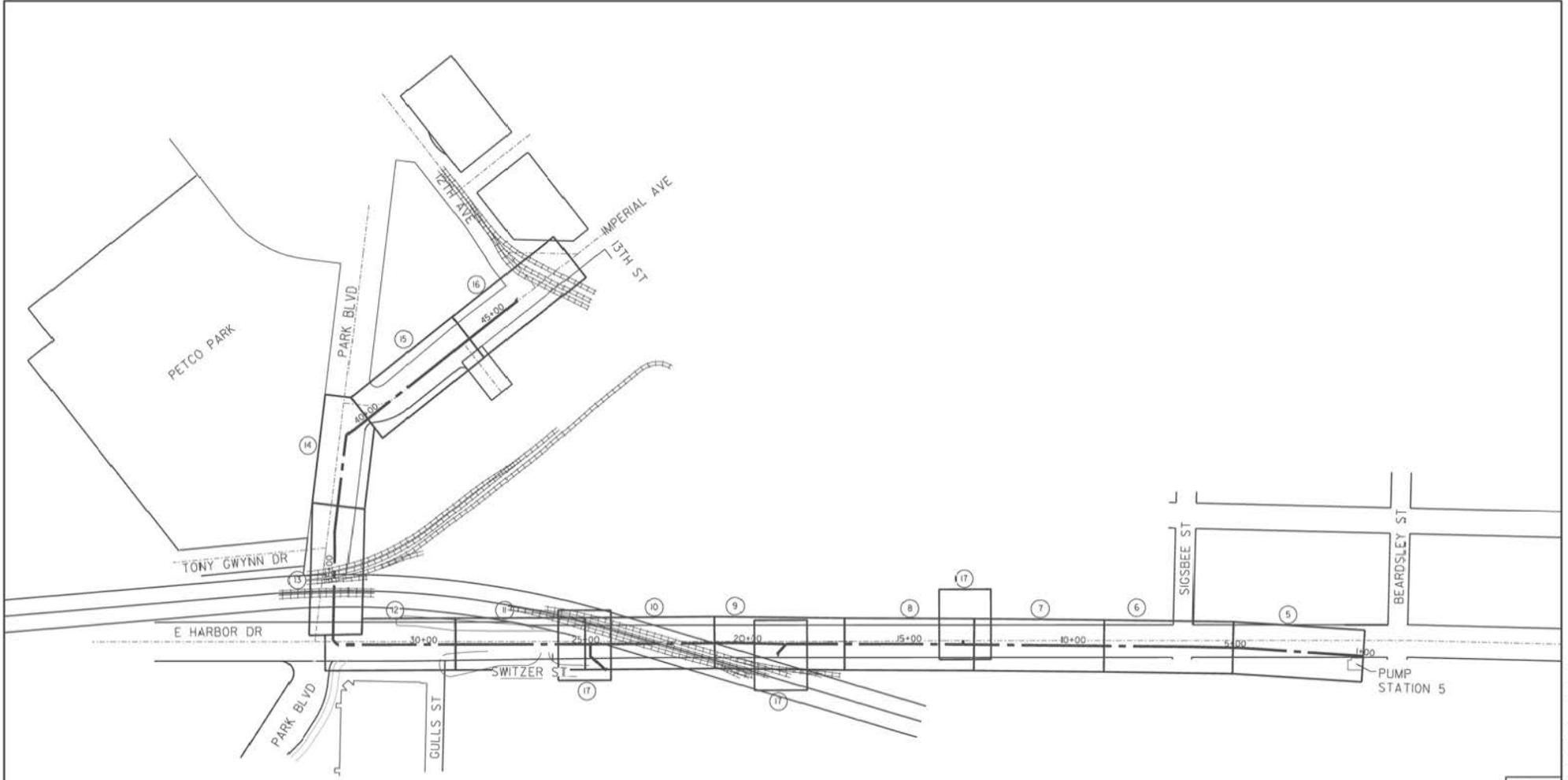
CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 03 OF 29 SHEETS

PROJECT # 5-18006



| | | | | | |
|---------------|-------|----------|------|-------|------------------|
| DESIGNED BY | DATE | BY | DATE | FILED | PROJECT MANAGER |
| BRIAN VITELLE | | | | | JULE ADAM |
| DESCRIPTION | BY | APPROVED | DATE | FILED | PROJECT ENGINEER |
| ORIGINAL | MD/AG | | | | JOHNNY NGUYEN |
| | | | | | SEE EACH SHEET |
| | | | | | SEE EACH SHEET |

CONTRACTOR PIPELATOR DATE STARTED DATE COMPLETED 41395-03-D



KEY MAP

G-4

LEGEND

| | |
|---|--------------------------|
| | VIEWFRAME |
| | PROPOSED SEWER ALIGNMENT |
| 9 | SHEET NO. |



KEY MAP
NO SCALE

**HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
KEY MAP**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 04 OF 29 SHEETS

PROJECT NO. 5-18006

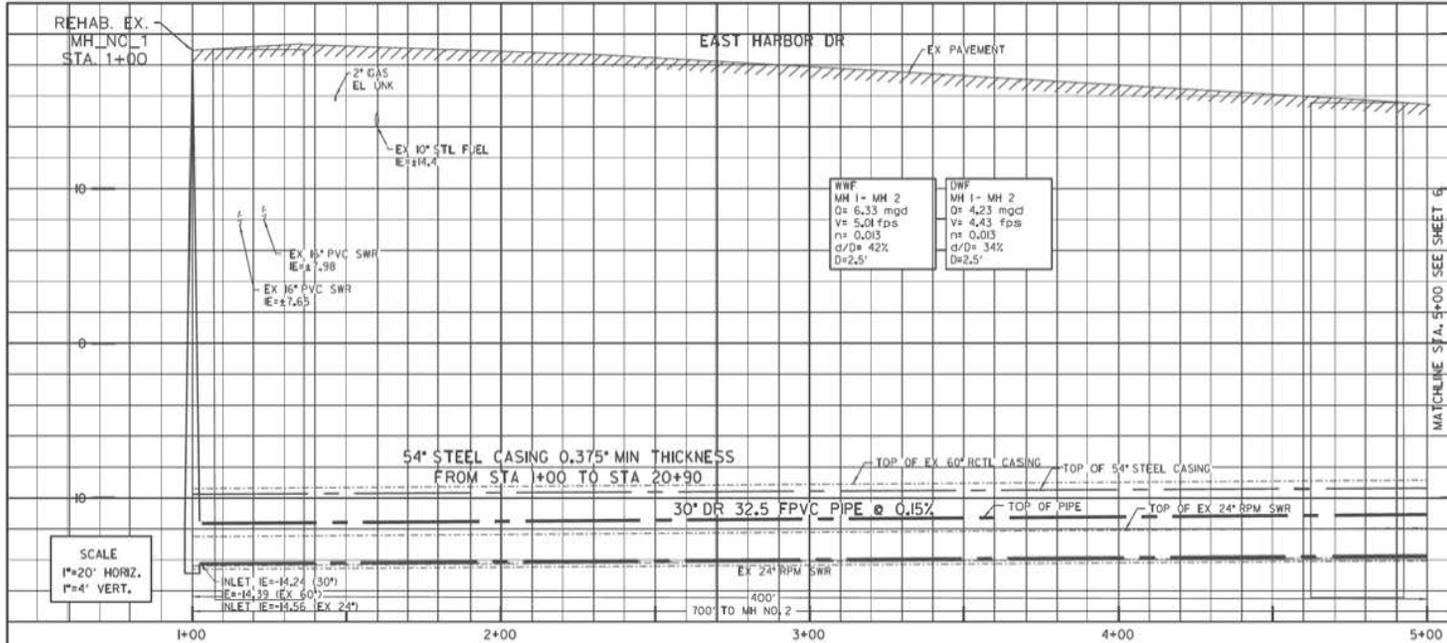
DESIGNED BY: **BRIAN VITELLE**
DATE: 10/17/14
PROJECT MANAGER: **JULE ADAM**

CHECKED BY: **JOHNNY NGUYEN**
PROJECT ENGINEER

| DESCRIPTION | BY | APPROVED | DATE | FILED |
|-------------|-------|----------|------|-------|
| ORIGINAL | MB/AG | | | |
| | | | | |
| | | | | |

CONTRACTOR: PIPELATOR DATE STARTED: DATE COMPLETED: 41395-04-D

SEE EACH SHEET
SEE EACH SHEET



ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
|-------------------|----------------|----------------|
| STA. 1+07 | STA. 4+62 | 355 |
| STA. 4+62 | STA. 4+92 | 30 |

ESTIMATED PALEONTOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
|-------------------|----------------|----------------|
| STA. 1+07 | STA. 4+62 | 355 |
| STA. 4+62 | STA. 4+92 | 30 |

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.

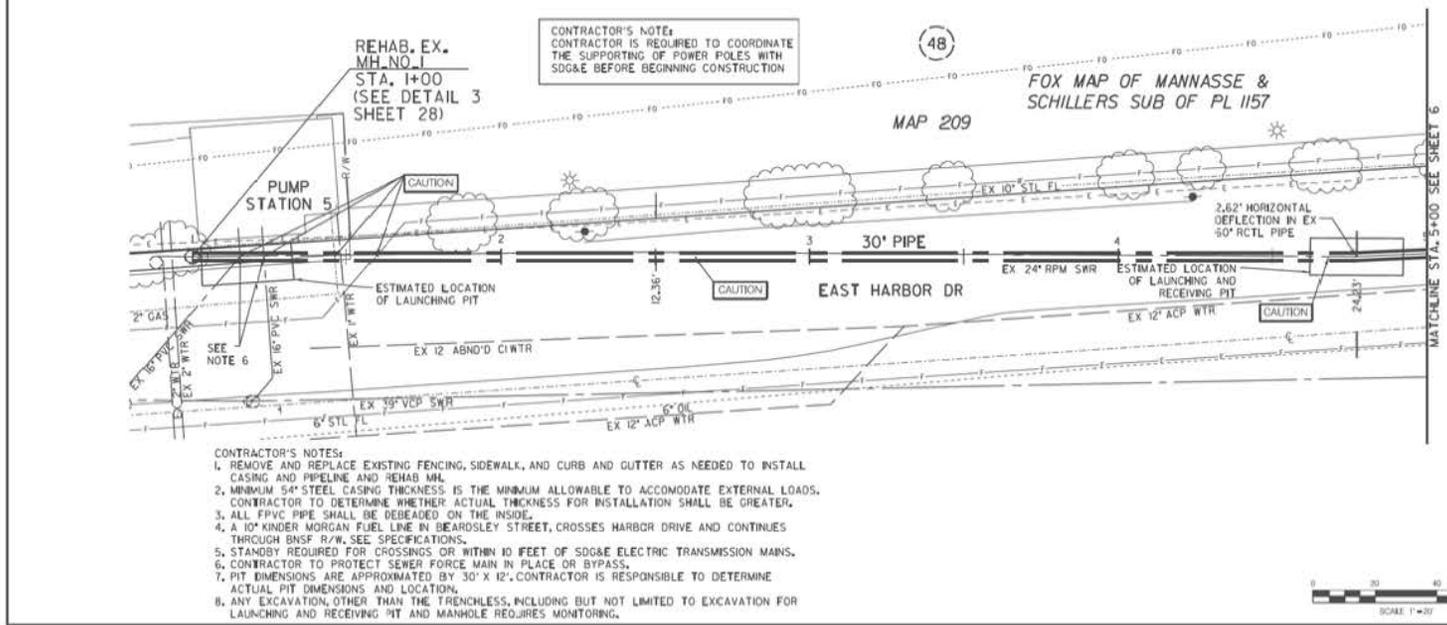
HORIZONTAL ALIGNMENT REVIEW REPORT

Project Name: HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
Description: Harbor Drive
Horizontal Alignment Name: HARBOR DRIVE

STATION NORTHING EASTING

Elements: Linear
 POB () 1+00.00 1835480 6284965
 PI () 4+77.8 1835734 6284686
 Tangent Direction: N 47° 43' 34" W
 Tangent Length: 377.8

Elements: Linear
 PI () 4+77.8 1835734 6284686
 POB () 6+39.92 1835838 6284564
 Tangent Direction: N 50° 20' 59" W
 Tangent Length: 462.81



REFERENCE:
 SEWER: 25789-D, 18366-5-D, 30914-10-D, 30941-10-D, 30914-13-D,
 3823-03-D
 GAS: 3823-3-D
 FUEL: 3434-3-D, 30521-6-D
 WATER: 22086-14-D, 3823-03-D

RETIREMENTS:
 400' - 24" RPM - 1981

CAUTION
 CAUTION CALLOUTS INDICATE CROSSING OF AN EXISTING UTILITY. CONTRACTOR TO TAKE EXTREME CAUTION WHILE WORKING IN THE VICINITY OF EXISTING UTILITIES.

- CONTRACTOR'S NOTES:
1. REMOVE AND REPLACE EXISTING FENCING, SIDEWALK, AND CURB AND GUTTER AS NEEDED TO INSTALL CASING AND PIPELINE AND REHAB MH.
 2. MINIMUM 54" STEEL CASING THICKNESS IS THE MINIMUM ALLOWABLE TO ACCOMMODATE EXTERNAL LOADS. CONTRACTOR TO DETERMINE WHETHER ACTUAL THICKNESS FOR INSTALLATION SHALL BE GREATER.
 3. ALL FPVC PIPE SHALL BE BEGRADED ON THE INSIDE.
 4. A 10" KINDER MORGAN FUEL LINE IN BEARDSLEY STREET, CROSSES HARBOR DRIVE AND CONTINUES THROUGH BNSF R/W. SEE SPECIFICATIONS.
 5. STANDBY REQUIRED FOR CROSSINGS OR WITHIN 10 FEET OF SDG&E ELECTRIC TRANSMISSION MANS.
 6. CONTRACTOR TO PROTECT SEWER FORCE MAIN IN PLACE OR BYPASS.
 7. PIT DIMENSIONS ARE APPROXIMATED BY 30' X 12'. CONTRACTOR IS RESPONSIBLE TO DETERMINE ACTUAL PIT DIMENSIONS AND LOCATION.
 8. ANY EXCAVATION, OTHER THAN THE TRENCHLESS, INCLUDING BUT NOT LIMITED TO EXCAVATION FOR LAUNCHING AND RECEIVING PIT AND MANHOLE REQUIRES MONITORING.



C-1

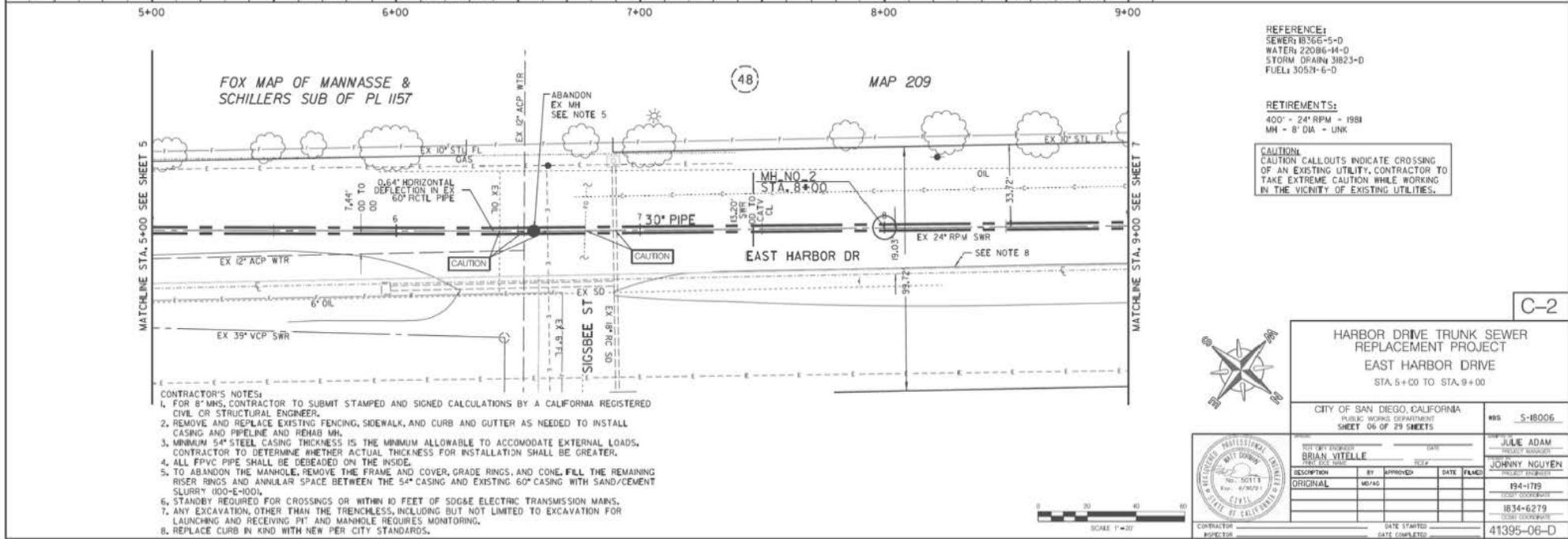
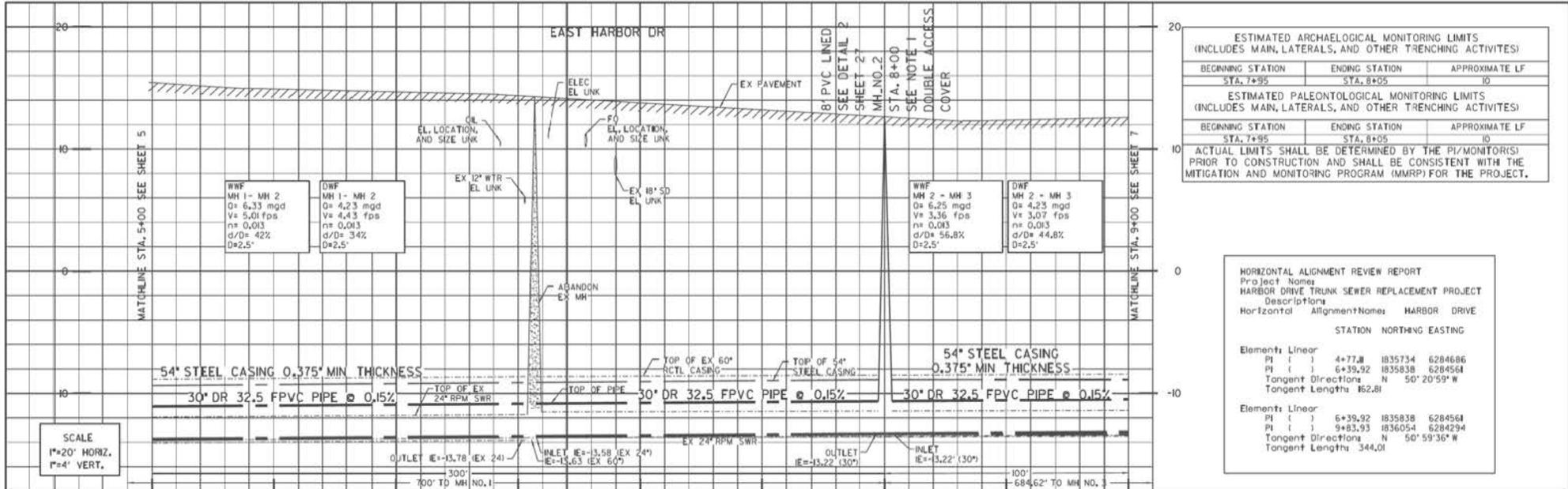
HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
 EAST HARBOR DRIVE
 STA. 1+00 TO STA. 5+00

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 05 OF 29 SHEETS

PROJECT NUMBER: 194-179
 PROJECT MANAGER: JULIE ADAM
 PROJECT ENGINEER: JOHNNY NGUYEN
 DATE STARTED: 1834-6-27
 DATE COMPLETED: 41395-05-D

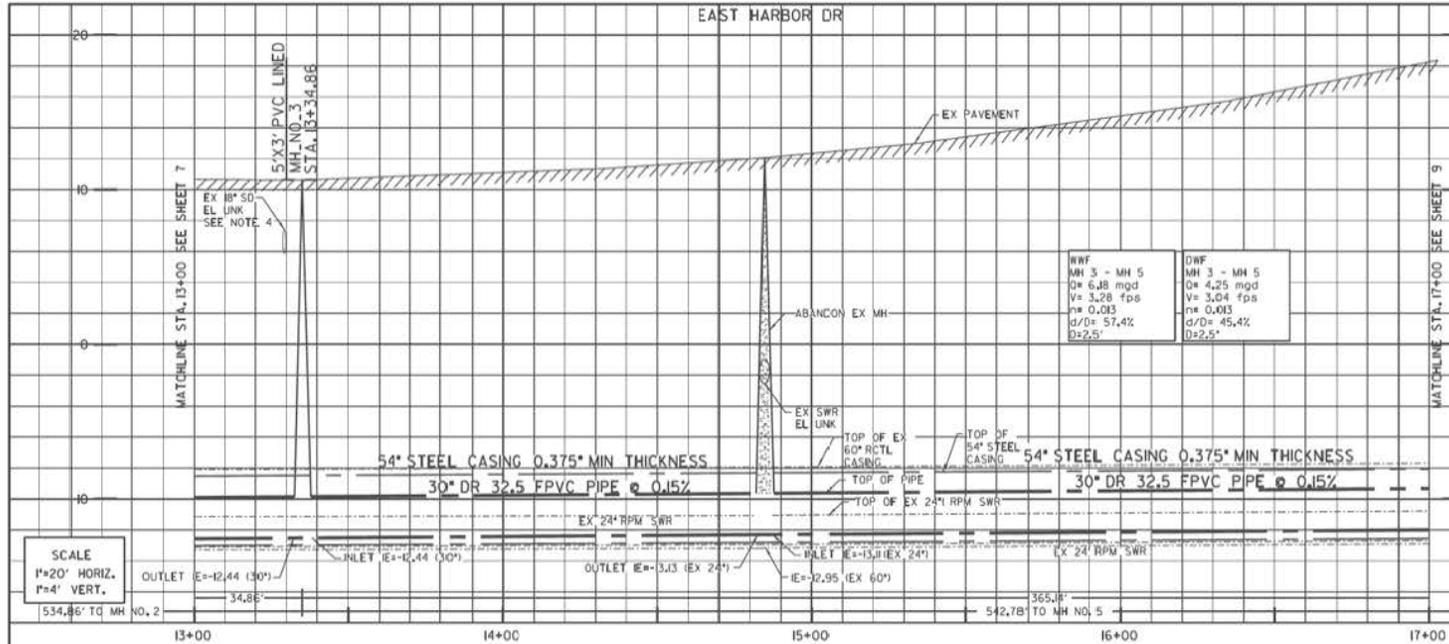
| DESCRIPTION | BY | APPROVED | DATE | FILED |
|-------------|-------|----------|------|-------|
| ORIGINAL | MB/AS | | | |

EAST HARBOR DRIVE



EAST HARBOR DRIVE

C-2



ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
|-------------------|----------------|----------------|
| STA. 13+XX | STA. 13+XX | XX |
| STA. 14+80 | STA. 14+90 | 10 |

ESTIMATED PALEONTOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
|-------------------|----------------|----------------|
| STA. 13+XX | STA. 13+XX | XX |
| STA. 14+80 | STA. 14+90 | 10 |

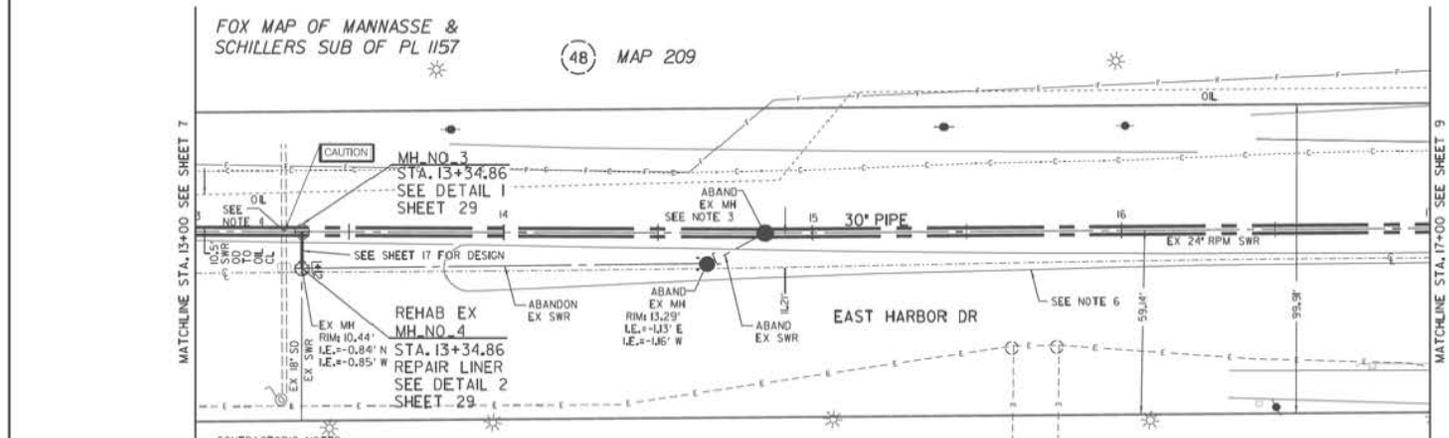
ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.

HORIZONTAL ALIGNMENT REVIEW REPORT

Project Name: HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
 Description: Harbor Drive
 Horizontal Alignment Name: HARBOR DRIVE
 STATION NORTHING EASTING

Element: Linear
 PI () 9+83.93 183605.4 628429.4
 PI () 14+84.62 183637.0 628390.5
 Tangent Direction: N 50° 58' 20" W
 Tangent Length: 500.69

Element: Linear
 PI () 14+84.62 183637.0 628390.5
 PI () 18+77.64 183664.4 628359.7
 Tangent Direction: N 5° 35' 37" W
 Tangent Length: 393.03



REFERENCE:
SEWER: 18366-4-D

RETIREMENTS:
 400" - 24" RPM - 1981
 150" - 8" PVC - UNK
 MH - 5'X3' - UNK
 MH - 8' - UNK

CAUTION:
CAUTION CALLOUTS INDICATE CROSSING OF AN EXISTING UTILITY. CONTRACTOR TO TAKE EXTREME CAUTION WHILE WORKING IN THE VICINITY OF EXISTING UTILITIES.

- CONTRACTOR'S NOTES:**
1. MINIMUM 54" STEEL CASING THICKNESS IS THE MINIMUM ALLOWABLE TO ACCOMMODATE EXTERNAL LOADS. CONTRACTOR TO DETERMINE WHETHER ACTUAL THICKNESS FOR INSTALLATION SHALL BE GREATER.
 2. ALL FPVC PIPE SHALL BE BEADED ON THE INSIDE.
 3. TO ABANDON THE MANHOLE, REMOVE THE FRAME AND COVER, GRADE RINGS, AND CONE. FILL THE REMAINING RISER RINGS AND ANNULAR SPACE BETWEEN THE 54" CASING AND EXISTING 60" CASING WITH SAND/CEMENT SLURRY (100-E-100). STANDBY REQUIRED FOR CROSSINGS OR WITHIN 10 FEET OF SD&E ELECTRIC TRANSMISSION MAINS.
 4. CONTRACTOR TO PROTECT IN PLACE OR REMOVE, MANAGE STORM WATER FLOW, AND REPLACE AS NECESSARY TO CONSTRUCT MANHOLE NUMBER 3.
 5. ANY EXCAVATION, OTHER THAN THE TRENCHLESS, INCLUDING BUT NOT LIMITED TO EXCAVATION FOR LAUNCHING AND RECEIVING PIT AND MANHOLE REQUIRES MONITORING.
 6. REPLACE CURB IN KIND WITH NEW PER CITY STANDARDS.



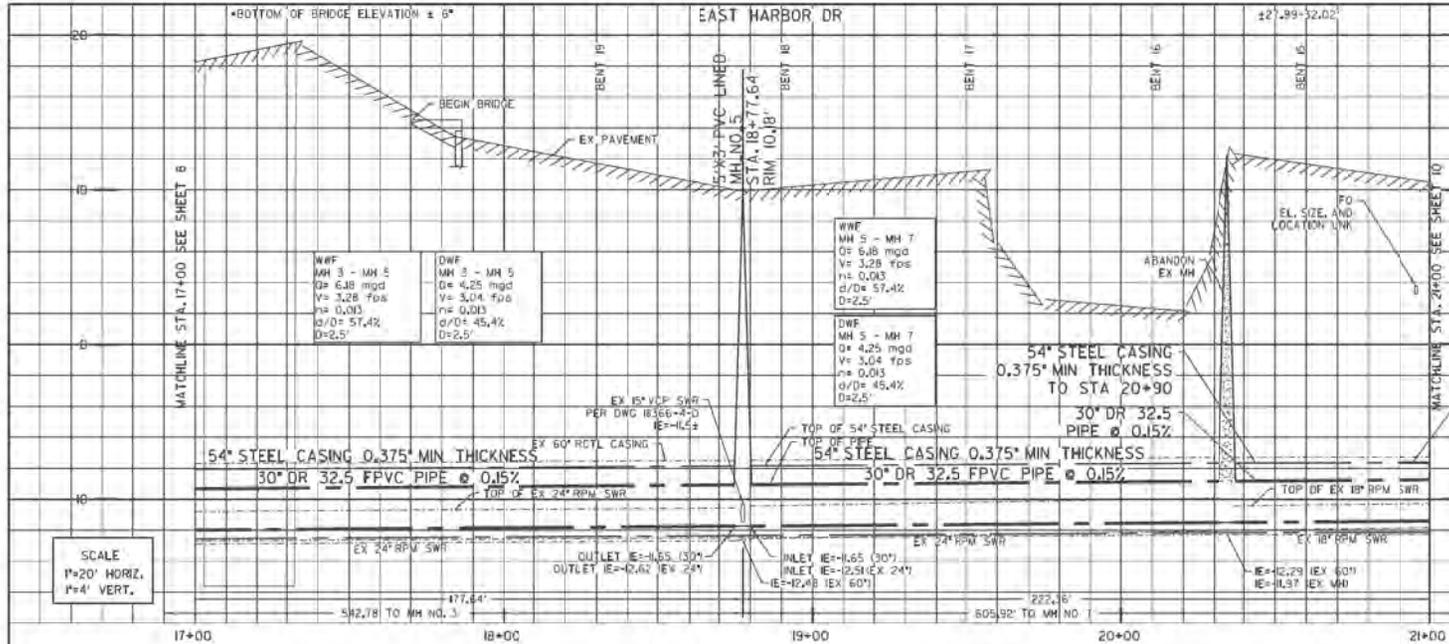
C-4

HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
 EAST HARBOR DRIVE
 STA. 13+00 TO STA. 17+00

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 08 OF 29 SHEETS

PROJECT NUMBER: 194-1719
 PROJECT MANAGER: JULIE ADAM
 PROJECT ENGINEER: JOHNNY NGUYEN
 DATE STARTED: 1834-6279
 DATE COMPLETED: 41395-08-D

CONTRACTOR: PIPELATOR



ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
|-------------------|----------------|----------------|
| STA. 17+03 | STA. 17+33 | 30 |
| STA. 18+70 | STA. 19+40 | 40 |

ESTIMATED PALEONTOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
|-------------------|----------------|----------------|
| STA. 17+03 | STA. 17+33 | 30 |
| STA. 18+70 | STA. 19+40 | 40 |

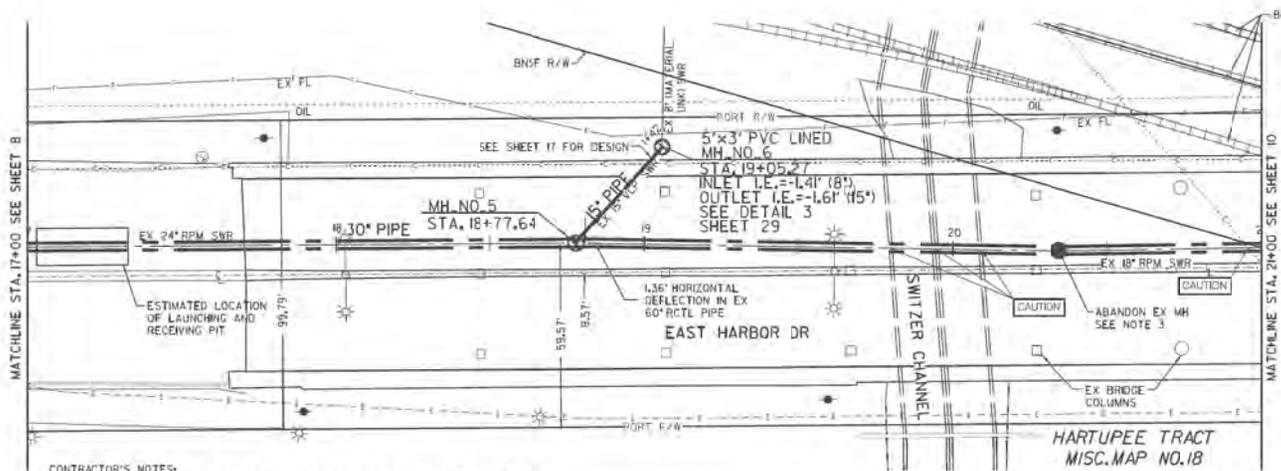
ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMP) FOR THE PROJECT.

54" STEEL CASING 0.719" MIN THICKNESS FROM STA 20+90 TO R.R. R/W

REFERENCE:
SEWER: 18366-4-D
BRIDGE: 21056-3-D

RETIREMENTS:
314.43 - 24" R/W - #881
65.57' - 18" R/W - 1981
41.92' - 15" VCP - UNK
MH - 5' x 3' - UNK

SCALE
1"=20' HORIZ.
1"=4' VERT.



HORIZONTAL ALIGNMENT REVIEW REPORT

Project Name: HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT

Description: HARBOR DRIVE

| Element | Station | NORTHING | EASTING |
|-------------------------------------|---------|----------|---------|
| Elements Linear | PI () | 14+84.62 | 1836370 |
| | PI () | 18+77.64 | 1836614 |
| | PI () | 18+83.97 | 1836618 |
| Tangent Directions: N 5° 35' 37" W | | | |
| Tangent Length: 393.03 | | | |
| Elements Linear | PI () | 18+77.64 | 1836614 |
| | PI () | 18+83.97 | 1836618 |
| | PI () | 18+83.97 | 1836618 |
| Tangent Directions: N 5° 35' 37" W | | | |
| Tangent Length: 6.33 | | | |
| Elements Linear | PI () | 18+83.97 | 1836618 |
| | PI () | 20+34.43 | 1836714 |
| | PI () | 24+22.81 | 1836953 |
| Tangent Directions: N 52° 07' 16" W | | | |
| Tangent Length: 150.46 | | | |
| Elements Linear | PI () | 20+34.43 | 1836714 |
| | PI () | 24+22.81 | 1836953 |
| | PI () | 24+22.81 | 1836953 |
| Tangent Directions: N 52° 07' 16" W | | | |
| Tangent Length: 388.48 | | | |

- CONTRACTOR'S NOTES:
- MINIMUM 54" STEEL CASING THICKNESS IS THE MINIMUM ALLOWABLE TO ACCOMMODATE EXTERNAL LOADS. CONTRACTOR TO DETERMINE WHETHER ACTUAL THICKNESS FOR INSTALLATION SHALL BE GREATER.
 - ALL FPVC PIPE SHALL BE DEGRADED ON THE INSIDE.
 - TO ABANDON THE MANHOLE, REMOVE THE FRAME AND COVER, GRADE RINGS, AND CONE. FILL THE REMAINING RISER RINGS AND ANNULAR SPACE BETWEEN THE 54" CASING AND EXISTING 60" CASING WITH SAND/CEMENT SLURRY 100-E-100.
 - STANDBY REQUIRED FOR CROSSINGS OR WITHIN 10 FEET OF SDGE ELECTRIC TRANSMISSION MAINS.
 - PIT DIMENSIONS ARE APPROXIMATED BY 30" X 12". CONTRACTOR IS RESPONSIBLE TO DETERMINE ACTUAL PIT DIMENSIONS AND LOCATION.
 - ANY EXCAVATION, OTHER THAN THE TRENCHLESS, INCLUDING BUT NOT LIMITED TO EXCAVATION FOR LAUNCHING AND RECEIVING PIT AND MANHOLE REQUIRES MONITORING.

CAUTION
CAUTION CALLOUTS INDICATE CROSSING OF AN EXISTING UTILITY. CONTRACTOR TO TAKE EXTREME CAUTION WHILE WORKING IN THE VICINITY OF EXISTING UTILITIES.

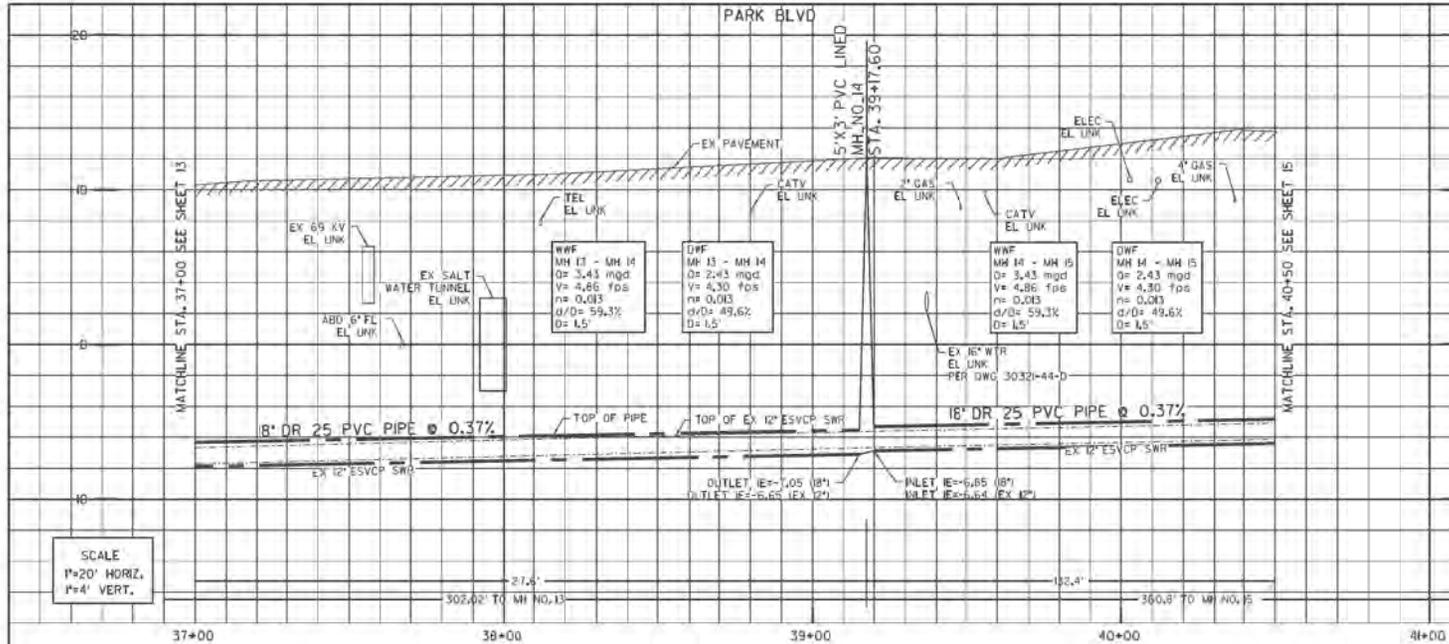


HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
EAST HARBOR DRIVE
STA. 17+00 TO STA. 21+00

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 08 OF 29 SHEETS

| | | | |
|---------------|------|---------------|------|
| DESIGNED BY | DATE | APPROVED BY | DATE |
| BRUAN VITELLE | | JULE ADAM | |
| NO. 42 | | JOHNNY NGUYEN | |
| NO. 42 | | 1834-1789 | |
| NO. 42 | | 1834-6275 | |
| NO. 42 | | 41395-09-D | |

EAST HARBOR DRIVE



ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS
 (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
|-------------------|----------------|----------------|
| STA. 37+00 | STA. 40+50 | 350 |

ESTIMATED PALEONTOLOGICAL MONITORING LIMITS
 (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

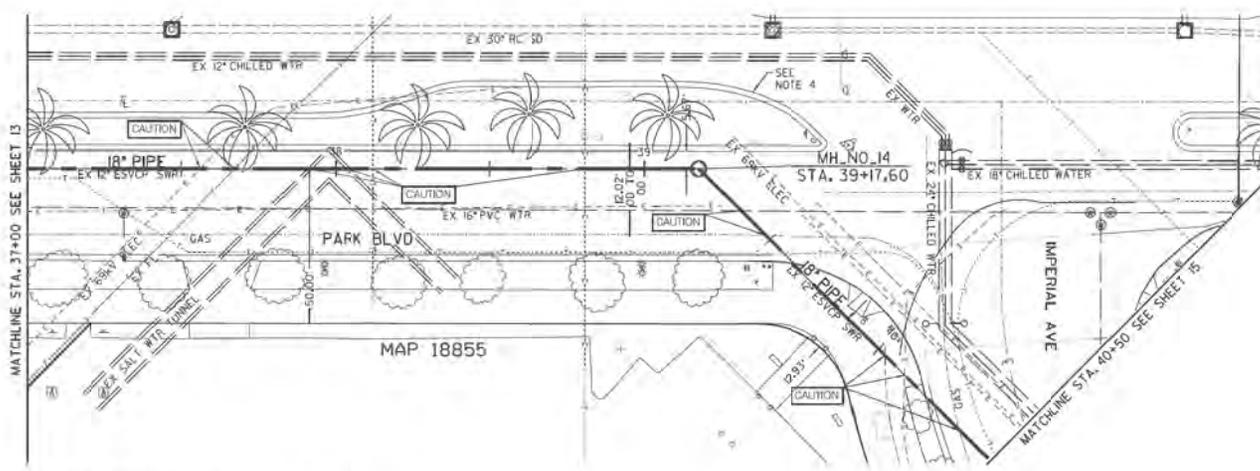
| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
|-------------------|----------------|----------------|
| STA. 37+00 | STA. 40+50 | 350 |

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITORS PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.

HORIZONTAL ALIGNMENT REVIEW REPORT

Project Name: HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
 Description: Sewer
 Horizontal Alignment Name: HARBOR DRIVE

| STATION | NORTHING | EASTING |
|-------------------|-----------------|---------|
| Element: Linear | | |
| PI 1 | 36+5.58 | 1837751 |
| PI 2 | 39+17.60 | 1837963 |
| Tangent Direction | N 45° 20' 00" E | |
| Tangent Length | 302.03 | |
| Element: Linear | | |
| PI 1 | 39+17.60 | 1837963 |
| PI 2 | 42+54.74 | 1837961 |
| Tangent Direction | S 89° 39" E | |
| Tangent Length | 337.11 | |



REFERENCE:
 SEWER: 3032+40-0, 3032+44-0, 18H+2+0
 WATER: 3039+40-0, 3032+44-0
 STORM DRAIN: 3032+40-0
 CHILLED WATER: 3062+8-0
 COMMUNICATION: 3167+4-0

RETIREMENTS:
 350' - 12" ESWCP - 2001

CAUTION:
 CAUTION CALLOUTS INDICATE CROSSING OF AN EXISTING UTILITY. CONTRACTOR TO TAKE EXTREME CAUTION WHILE WORKING IN THE VICINITY OF EXISTING UTILITIES.

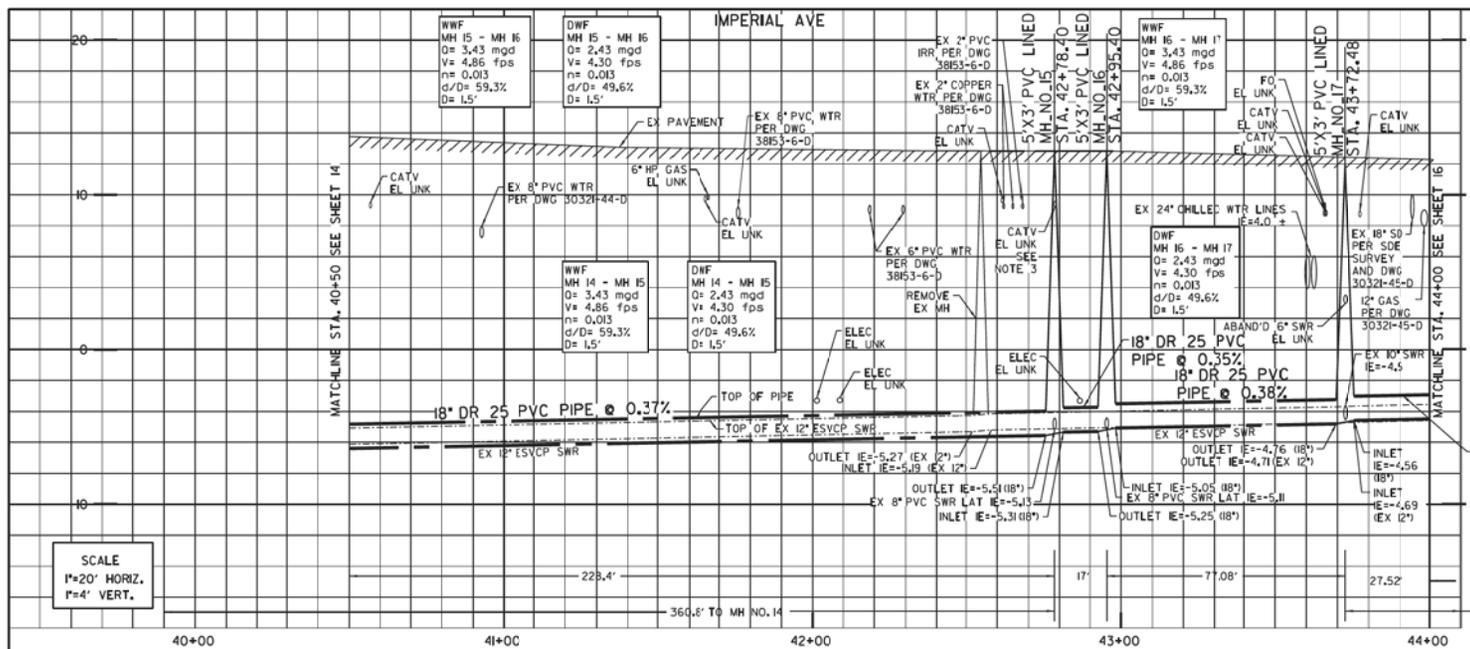
- CONTRACTOR'S NOTES:**
- AS-BUILT 18H+2+0 INDICATED BURIED STREET CAR TRACKS. UNKNOWN IF ANY STREET CAR TRACKS REMAIN BURIED ALONG THE PROJECT ALIGNMENT.
 - STANDBY REQUIRED FOR CROSSINGS OR WITHIN 10 FEET OF SODGE ELECTRIC TRANSMISSION MAINS.
 - ANY EXCAVATION, OTHER THAN THE TRENCHLESS, INCLUDING BUT NOT LIMITED TO EXCAVATION FOR LAUNCHING AND RECEIVING PIT AND MANHOLE REQUIRES MONITORING.
 - REPLACE CURB IN RMD WITH NEW PER CITY STANDARDS.

C-10

HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
PARK BOULEVARD
 STA. 37+00 TO STA. 40+50

| | | |
|---|-------------------------|---------------------------------|
| CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 14 OF 29 SHEETS | | ISS: S-18006 |
| DESIGNED BY: BRIAN VITELLE | DATE: 10/20/18 | PROJECT MANAGER: JULIE ADAM |
| BY: [Signature] | DATE: [Blank] | PROJECT ENGINEER: JOHNNY NGUYEN |
| DESCRIPTION: ORIGINAL | NO./AC: [Blank] | DATE: [Blank] |
| DATE STARTED: [Blank] | DATE COMPLETED: [Blank] | CONTRACT NO.: 41395-14-D |

PARK BOULEVARD



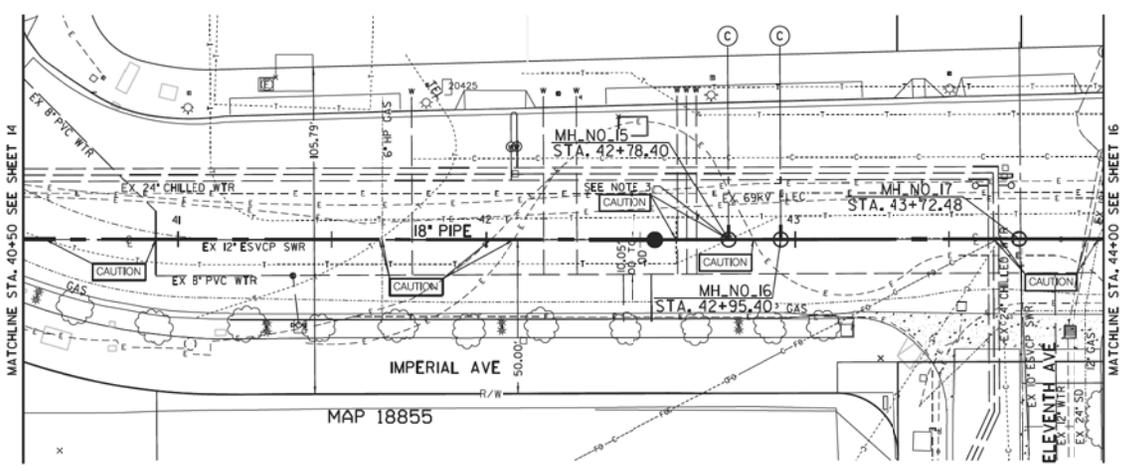
SCALE
1"=20' HORIZ.
1"=4' VERT.

| ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES) | | |
|--|----------------|----------------|
| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
| STA. 40+50 | STA. 44+00 | 350 |
| ESTIMATED PALEONTOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES) | | |
| BEGINNING STATION | ENDING STATION | APPROXIMATE LF |
| STA. 40+50 | STA. 44+00 | 350 |

10 ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR/S PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.

HORIZONTAL ALIGNMENT REVIEW REPORT
Project Name: HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
Description: HARBOR DRIVE

| Element: Linear | Station | Northing | Easting |
|------------------------------------|----------|----------|---------|
| PI () | 39+17.60 | 1837963 | 6282936 |
| PI () | 42+54.74 | 1837961 | 6283273 |
| Tangent Directions S 89° 39' 11" E | | | |
| Tangent Lengths 337.15 | | | |
| Element: Linear | Station | Northing | Easting |
| PI () | 42+54.74 | 1837961 | 6283273 |
| PI () | 42+78.40 | 1837961 | 6283297 |
| Tangent Directions S 89° 50' 56" E | | | |
| Tangent Lengths 23.66 | | | |
| Element: Linear | Station | Northing | Easting |
| PI () | 42+78.40 | 1837961 | 6283297 |
| PI () | 42+95.40 | 1837961 | 6283314 |
| Tangent Directions S 89° 50' 56" E | | | |
| Tangent Lengths 17 | | | |
| Element: Linear | Station | Northing | Easting |
| PI () | 42+95.40 | 1837961 | 6283314 |
| PI () | 43+72.48 | 1837961 | 6283331 |
| Tangent Directions S 89° 50' 56" E | | | |
| Tangent Lengths 77.08 | | | |
| Element: Linear | Station | Northing | Easting |
| PI () | 43+72.48 | 1837961 | 6283331 |
| PI () | 45+20.54 | 1837960 | 6283539 |
| Tangent Directions S 89° 41' 26" E | | | |
| Tangent Lengths 146.06 | | | |



- CONTRACTOR'S NOTES:
- AS-BUILT 13M-2-D INDICATED BURIED STREET CAR TRACKS, UNKNOWN IF ANY STREET CAR TRACKS REMAIN BURIED ALONG THE PROJECT ALIGNMENT.
 - STANDBY REQUIRED FOR CROSSINGS OR WITHIN 10 FEET OF SDG&E ELECTRIC TRANSMISSION MANS.
 - CONTRACTOR TO FIELD VERIFY LOCATION AND IF IN CONFLICT RELOCATE PER UTILITY OWNERS REQUIREMENTS.
 - ANY EXCAVATION, OTHER THAN THE TRENCHLESS, INCLUDING BUT NOT LIMITED TO EXCAVATION FOR LAUNCHING AND RECEIVING PIT AND MANKOLE REQUIRES MONITORING.

CAUTION:
CAUTION CALLOUTS INDICATE CROSSING OF AN EXISTING UTILITY, CONTRACTOR TO TAKE EXTREME CAUTION WHILE WORKING IN THE VICINITY OF EXISTING UTILITIES.



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HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
IMPERIAL AVENUE
STA. 40+50 TO STA. 44+00

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 15 OF 29 SHEETS

NO. S-18006

DATE: JULY ADAM
PROJECT MANAGER

DATE: BRIAN VITELLE
PROJECT ENGINEER

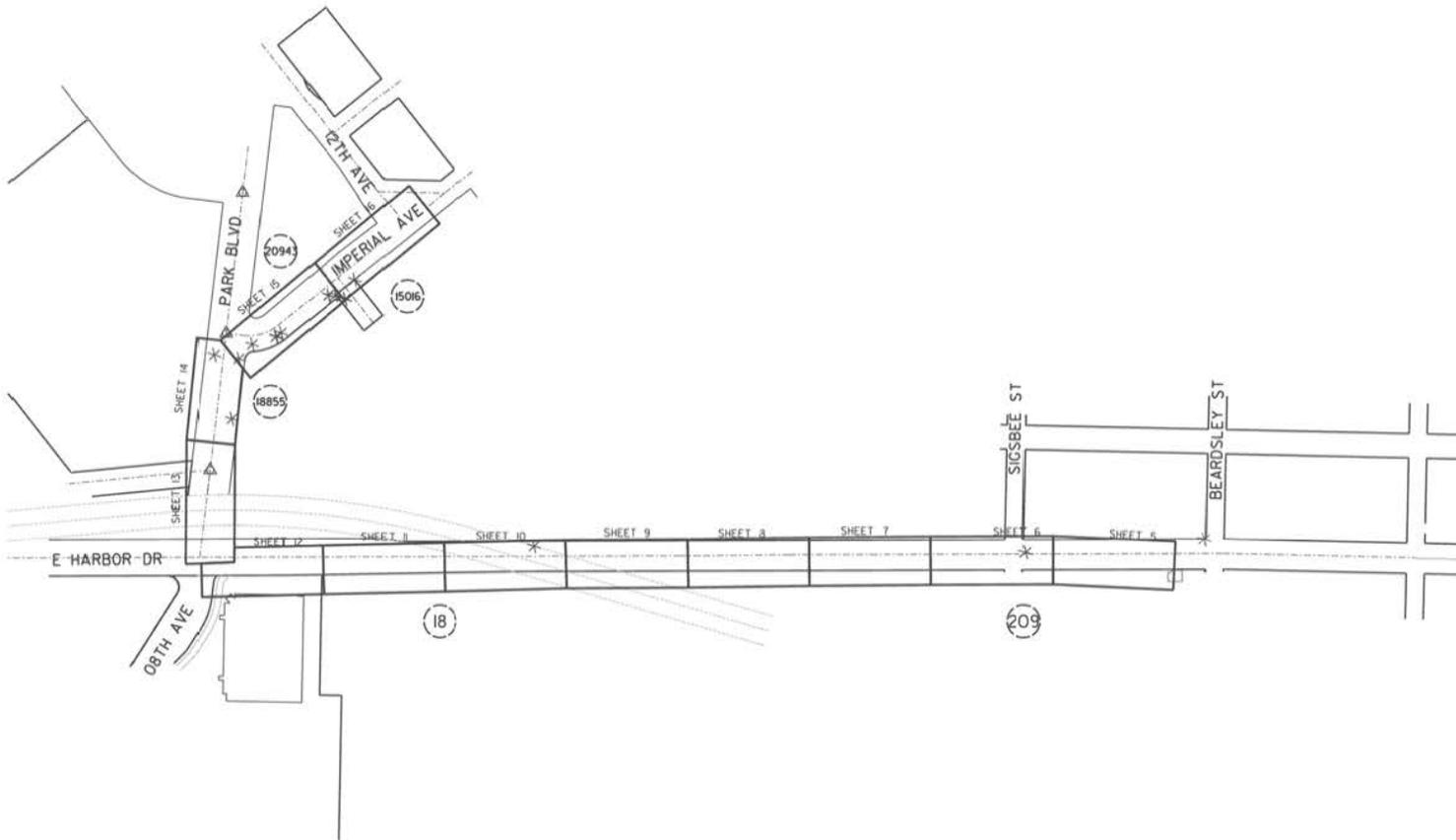
DATE: JOHNNY NGUYEN
PROJECT ENGINEER

DATE: 154-1719
CROSS COORDINATE

DATE: 1834-6279
CROSS COORDINATE

CONTRACTOR: DATE STARTED: 41395-15-D
INSPECTOR: DATE COMPLETED:

IMPERIAL AVENUE



MONUMENTATION /SURVEY NOTES

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS, WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8770 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

| LEGEND | |
|--------|--|
| * | LOCATION OF EXISTING SURVEY MONUMENT |
| △ | LOCATION OF EXISTING M-10 |
| □ | LOCATION OF SURVEY BENCH MARK |
| ⊙ | LOCATION OF FOUND GPS POINT |
| △ | LOCATION OF FOUND EVIDENCE OF MONUMENT |
| ○ | MAP NUMBER |



C-15

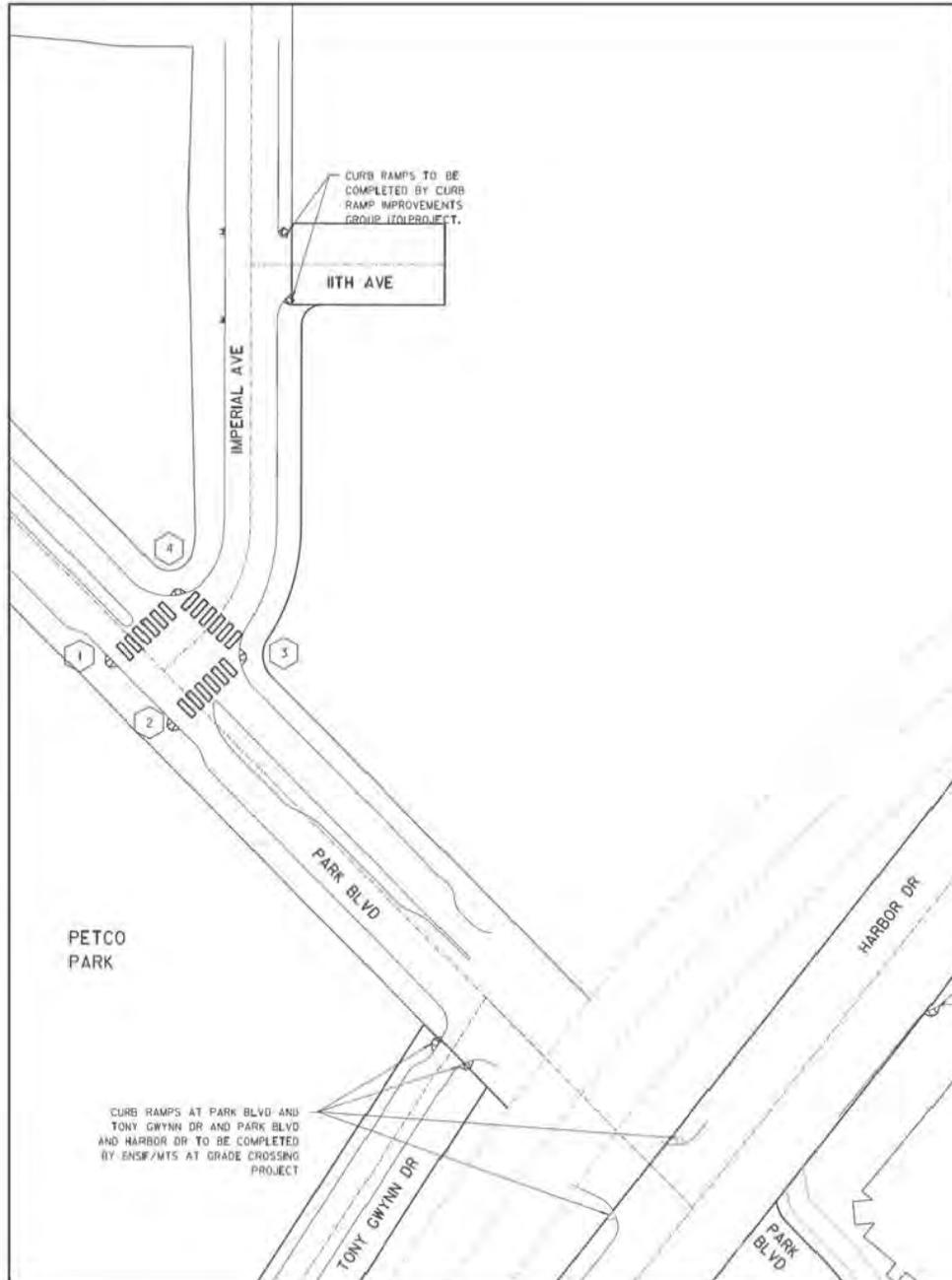
**HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
SURVEY MONUMENT SHEET**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET #9 OF 29 SHEETS

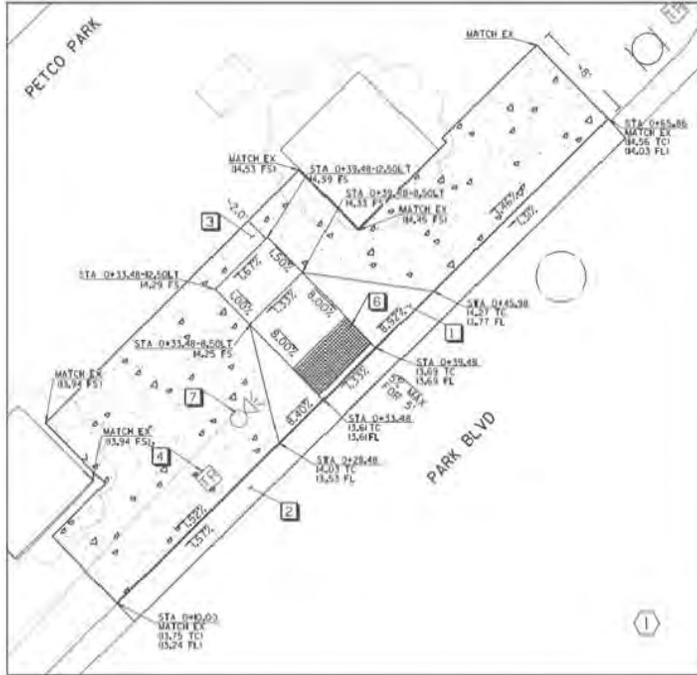
PROJECT NO. **S-18006**

| | | | |
|-------------|----------------------|-------------------|------------------|
| | DESIGNED BY | DATE | PROJECT NO. |
| | BRIAN VITELLE | | JULE ADAM |
| DESCRIPTION | BY | APPROVED | DATE FILED |
| ORIGINAL | MD/AS | | |
| | | | 194-1719 |
| | | | 1834-6279 |
| | | | 1834-6279 |
| CONTRACTOR | DATE STARTED | PROJECT NO. | |
| PIPELATOR | DATE COMPLETED | 41395-19-D | |

SURVEY MONUMENT SHEET



CURB RAMP LOCATION



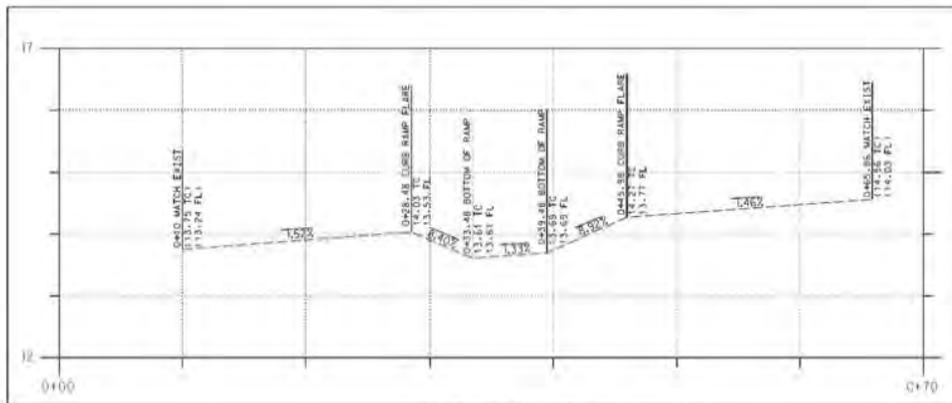
CONSTRUCTION NOTES

- 1 CONSTRUCT A TYPE "B" CURB RAMP PER SDG-133 AND DETAIL.
- 2 INSTALL 6" CURB AND GUTTER PER SDG-151
- 3 CONSTRUCT SIDEWALK PER SDG-155
- 4 EXISTING ITEM TO BE PROTECTED IN PLACE
- 5 INSTALL CROSS GUTTER PER SDG-157
- 6 STAINLESS STEEL DETECTABLE WARNING T&E PER CITY'S AML AND SDG-130.
- 7 EXISTING POLE TO BE PROTECTED IN PLACE.



NW CORNER TYPE "B" CURB RAMP
SCALE 1" = 50'

NORTH WEST CORNER PROFILE



HORIZONTAL SCALE: 1" = 5'
VERTICAL SCALE: 1" = 1'

| CURB ALIGNMENT DATA | | | | VERTICAL | |
|--|-----------|--------------|---------|--|---------|
| HORIZONTAL | | | | VERTICAL | |
| Project Name: HARBOR DRIVE | | | | Project Name: HARBOR DRIVE | |
| Description: PARK BLVD. AND IMPERIAL AVE. (NH) | | | | Description: | |
| Horizontal Alignment Name: PARK BLVD. AND IMPERIAL AVE. (NH) | | | | Horizontal Alignment Name: PARK BLVD. AND IMPERIAL AVE. (NH) | |
| Description: Style 4_Curb | | | | Description: Style 4_Curb | |
| Alignment: | | | | Alignment: | |
| STATION | NORTHING | EASTING | STATION | ELEVATION | STATION |
| Elements Linear | | | | | |
| POB | 0+40.00 | 18388.628302 | POB | 0+40.00 | 13.75 |
| POE | 0+45.86 | 18387.9 | PVI | 0+28.48 | 14.03 |
| Tangent | Direction | 225.2756407 | Tangent | Grade | 1.52 |
| Tangent | Length | 58.86 | Tangent | Length | 84.48 |
| Elements Linear | | | | | |
| PVI | 0+28.48 | 14.03 | PVI | 0+28.48 | 14.03 |
| PVI | 0+33.48 | 13.81 | Tangent | Grade | -8.4 |
| Tangent | Length | 5 | Tangent | Length | 84.48 |
| Elements Linear | | | | | |
| PVI | 0+33.48 | 13.81 | PVI | 0+33.48 | 13.81 |
| PVI | 0+39.48 | 13.69 | Tangent | Grade | 6.53 |
| Tangent | Length | 6 | Tangent | Length | 6 |
| Elements Linear | | | | | |
| PVI | 0+39.48 | 13.69 | PVI | 0+39.48 | 13.69 |
| PVI | 0+45.86 | 14.27 | Tangent | Grade | 8.92 |
| Tangent | Length | 6.37 | Tangent | Length | 6.37 |
| Elements Linear | | | | | |
| PVI | 0+45.86 | 14.27 | PVI | 0+45.86 | 14.27 |
| POE | 0+45.86 | 14.56 | Tangent | Grade | 1.46 |
| Tangent | Length | 0.86 | Tangent | Length | 0.86 |

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HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT CURB RAMP DETAIL

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 21 OF 29 SHEETS

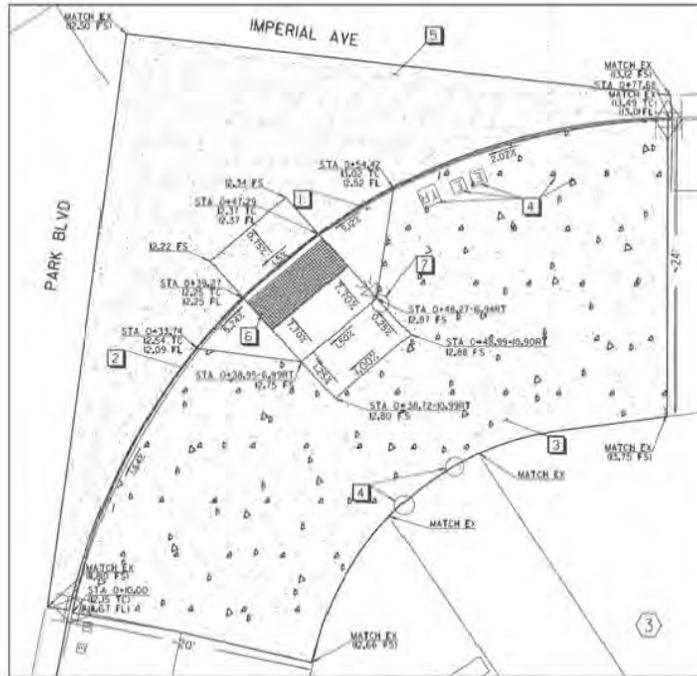
MS 5-18006



| | | | |
|----------------------------|--------------------|---------------------|------------------------------|
| DESIGNER BRIAN VITELLE | DATE 02/27/2017 | BY JOHNNY NGUYEN | DATE 02/27/2017 |
| DESCRIPTION ORIGINAL | BY MB/AS | DATE 02/27/2017 | PLM 194-1719 |
| DATE STARTED 02/27/2017 | | | DATE COMPLETED 02/27/2017 |

41395-21-D

CURB RAMP DETAIL



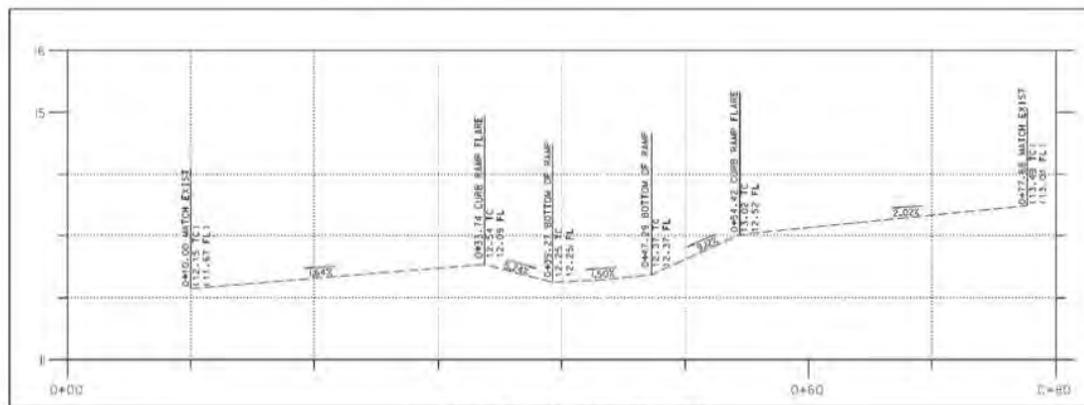
CONSTRUCTION NOTES

- 1 CONSTRUCT A TYPE "A" CURB RAMP PER SDG-157 AND DETAIL.
- 2 INSTALL 6" CURB AND GUTTER PER SDG-151
- 3 CONSTRUCT SIDEWALK PER SDG-155
- 4 EXISTING ITEM TO BE PROTECTED IN PLACE
- 5 INSTALL CROSS GUTTER PER SDG-157
- 6 STAINLESS STEEL DETECTABLE WARNING T&E PER CITY'S AML AND SDG-130.
- 7 EXISTING POLE TO BE PROTECTED IN PLACE.



SE CORNER TYPE 'A' CURB RAMP
SCALE: 1" = 5'

SE CURB PROFILE



HORIZONTAL SCALE: 1" = 5'
VERTICAL SCALE: 1" = 1'

| CURB ALIGNMENT DATA | | VERTICAL | |
|--|--------------------------|--|---------------|
| HORIZONTAL | | VERTICAL | |
| Project Name: HARBOR DRIVE | | Project Name: HARBOR DRIVE | |
| Description: PARK BLVD AND IMPERIAL AVE (SE) | | Description: PARK BLVD AND IMPERIAL AVE (SE) | |
| Style: A, Curb Alignment | | Style: A, Curb Alignment | |
| Station: NORTHING EASTING | | Station: NORTHING EASTING | |
| Description: STATION ELEVATION | | Description: STATION ELEVATION | |
| Dementi Linear: | | Dementi Linear: | |
| PB 1 | 0+00.00 1837965 6283036 | PB 1 | 0+00.00 12.25 |
| PC 1 | 10+46.28 1837965 6283036 | PVI | 0+33.74 12.54 |
| Tangent Direction | 307° 52' 30.03" | Tangent Grade | 12.54 |
| Tangent Length | 0.08 | Tangent Length | 23.74 |
| Dementi Circular: | | Dementi Linear: | |
| PC 1 | 10+46.28 1837965 6283036 | PVI | 0+33.74 12.54 |
| PVI | 0+50.00 1837966 6283003 | Tangent Grade | 12.54 |
| CC 1 | 1837923 6283009 | Tangent Length | 4.02 |
| PT 1 | 10+77.66 1837958 6282974 | Dementi Linear: | |
| Radius | 50 | PVI | 0+43.27 12.29 |
| Delta | 77° 20' 46.40" Left | Tangent Grade | 12.29 |
| Degree of Curvature | 35° 52' 29.6" | Tangent Length | 4.02 |
| Length | 61.5 | Dementi Linear: | |
| Tangent | 45.02 | PVI | 0+43.27 12.29 |
| Chord | 62.49 | Tangent Grade | 12.37 |
| Middle Ordinate | 10.26 | Tangent Length | 1.88 |
| External M.O.D. | | Dementi Linear: | |
| Tangent Direction | 307° 52' 30.03" | PVI | 0+43.29 12.37 |
| Road Direction | 32° 52' 30.07" | Tangent Grade | 13.02 |
| Chord Direction | 264° 12' 06.83" | Tangent Grade | 8.02 |
| Road Direction | 35° 54' 43.62" | Tangent Length | 7.85 |
| Tangent Direction | 229° 3' 43.57" | Dementi Linear: | |
| | | PVI | 0+54.42 13.02 |
| | | POE | 0+77.66 13.49 |
| | | Tangent Grade | 2.02 |
| | | Tangent Length | 23.26 |

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HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT CURB RAMP DETAIL

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 23 OF 29 SHEETS

S-18006



| | | | | | |
|---------------|--------|----|----------|------|-------|
| DESIGNER | DATE | BY | APPROVED | DATE | FILED |
| BRIAN VITELLE | | | | | |
| DESCRIPTION | NO./AS | | | | |
| ORIGINAL | | | | | |

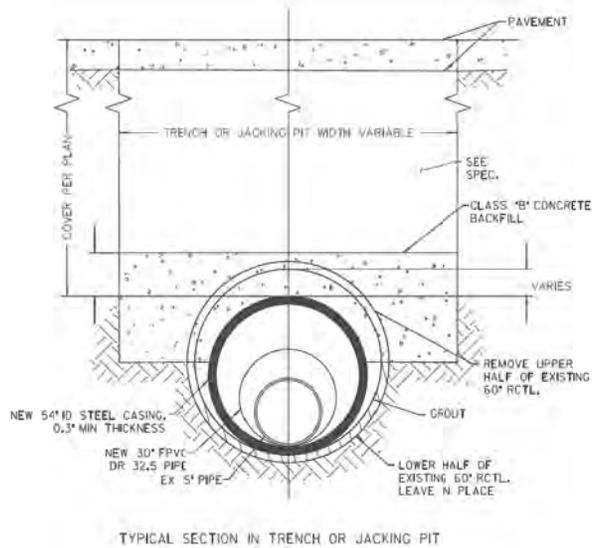
FILED ADAM

JOHNNY NGUYEN

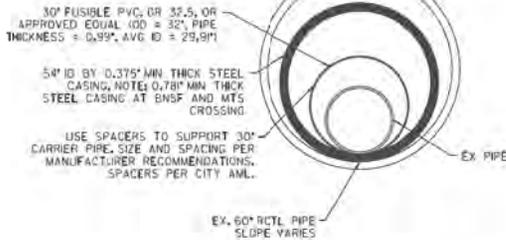
194-1719

1834-6279

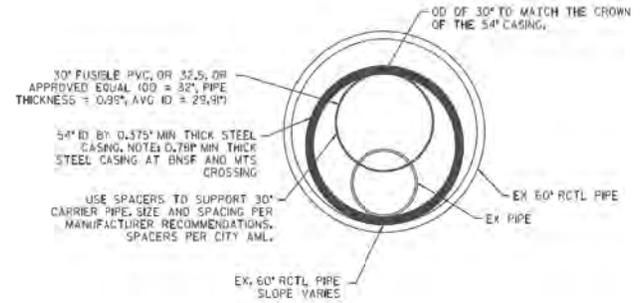
41395-23-D



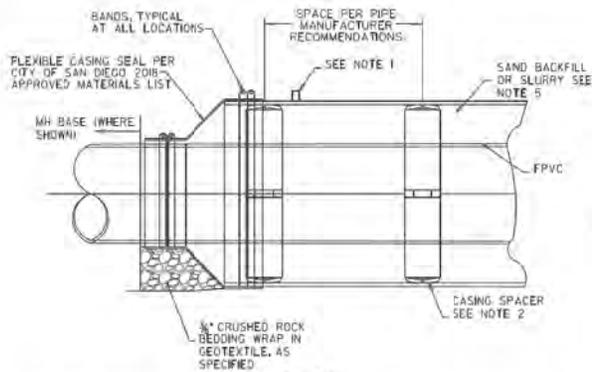
DETAIL 1 NOT TO SCALE



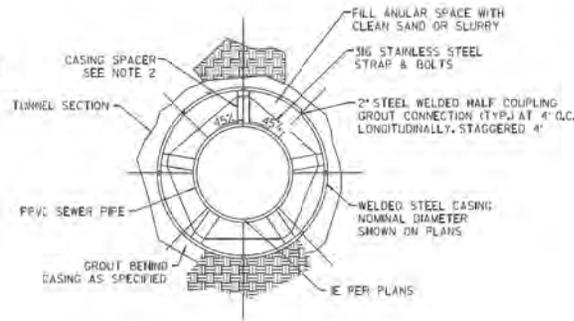
SECTION AT STATION +0.00
DETAIL 2 NOT TO SCALE



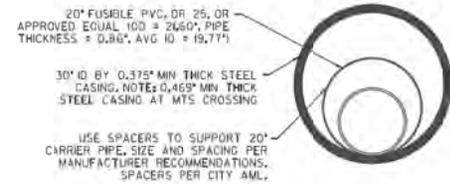
SECTION AT STATION 32+75.67
DETAIL 3 NOT TO SCALE



ELEVATION



SECTION



SECTION FROM STA 32+91.05 TO STA 33+74.42
DETAIL 5 NOT TO SCALE

- NOTES:**
1. AFTER GROUTING, SEAL GROUT HOLE WITH RECESSED STEEL PIPE PLUG, INSTALL PLUG FLUSH.
 2. THE PIPE SHALL BE SUPPORTED ON STAINLESS STEEL CASING SPACER PER CITY OF SAN DIEGO 2018 APPROVED MATERIALS LIST, BRACE OR RESTRAIN PIPE TO PREVENT FLOATATION, PLACEMENT OF SPACERS SHALL BE PER MANUFACTURER RECOMMENDATION BASED ON CARRIER MATERIAL AND FLOWING FULL.
 3. CONTRACTOR SHALL PROVIDE A PRIMARY SUPPORT SYSTEM HAVING THE CAPACITY TO ELIMINATE ANY SURFACE DEFLECTION.
 4. LAUNCHING/RECEIVING SHIFTS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA. CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER SHOP DRAWINGS OF JACKING/RECEIVING PIT FOR REVIEW AND APPROVAL BEFORE CONSTRUCTION.
 5. THE VOID LOCATED BETWEEN THE SEWER PIPE AND CASING SHALL BE COMPLETELY FILLED WITH SAND OR SLURRY FROM FAR END TO CLOSE END OF CASING BY PUMPING. QUANTITY OF SAND SHALL BE CALCULATED AND DELIVERED TO THE SITE FOR INSPECTION AND APPROVAL PRIOR TO USE, RECORD THE AMOUNT OF SAND USED TO COMPARE WITH THE VOLUME OF FILLED VOID AT EVERY 15 FEET.

JACK AND BORE STEEL CASING
DETAIL 4 NOT TO SCALE

DETAILS

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HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
DETAILS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 26 OF 29 SHEETS

MS S-18006

| | | | | |
|-------------|---------------|----------------|-------------|------------------|
| | DESIGNED BY | APPROVED BY | DATE PLACED | PROJECT ENGINEER |
| | BRUAN VITELLE | | | JOHNNY NGUYEN |
| DESCRIPTION | NO./AS | | | ISSUE NO. |
| ORIGINAL | | | | 154-1719 |
| | | | | 1634-6279 |
| | | | | DATE COPIED |
| CONTRACTOR | | DATE STARTED | | 41395-26-D |
| INSPECTOR | | DATE COMPLETED | | |

CONSTRUCTION NOTES:

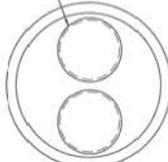
1. PLACE BASE ON UNDISTURBED SOIL.

BASE AND RISER NOTES:

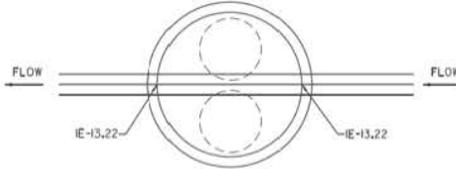
1. ALL RISER JOINTS SHALL BE EPOXY MORTARED.
2. ALL PRECAST COMPONENTS SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C478.
3. USE DESIGN SOIL BEARING PRESSURE OF 5,000 PSF.
4. USE SOIL BEARING CAPACITY BENEATH EXISTING MH BASE OF 5,000 PSF.
5. BASE AND RISER SHALL BE DESIGNED, STAMPED AND SIGNED BY A CALIFORNIA REGISTERED ENGINEER. CALCULATIONS SHALL BE PROVIDED WITH SHOP DRAWINGS.
6. MANHOLE LID AND RISERS SHALL BE EPOXY-GROUTED AND LINED WITH PVC (OR T-LOCK, OR OTHER PER THE CITY'S APPROVED MATERIALS LIST), PER THE CITY OF SAN DIEGO SEWER DESIGN GUIDE, SECTION 2.3.5.3.
7. WATERPROOF MANHOLE EXTERIOR WALLS WITH COAL TAR EMULSION APPLIED IN NO LESS THAN TWO COATS FOR A TOTAL DRY FILM THICKNESS OF 25 TO 35 MILS.
8. MANHOLE FRAME AND COVER SHALL BE PER SAN DIEGO REGIONAL STANDARD DRAWING (SDRSD) M-3 WITH LOCKING DEVICE PER CITY OF SAN DIEGO STANDARD DRAWING SDM-83.
9. MANHOLE RUNGS AND LADDERS ARE NOT ALLOWED.

PRECAST CONCRETE LID WITH TWO 36" DIAMETER OPENINGS, KEYWAY FOR GRADE RING OR RISER, AND LIFTING EYES, DIMENSIONS PER MANUFACTURER

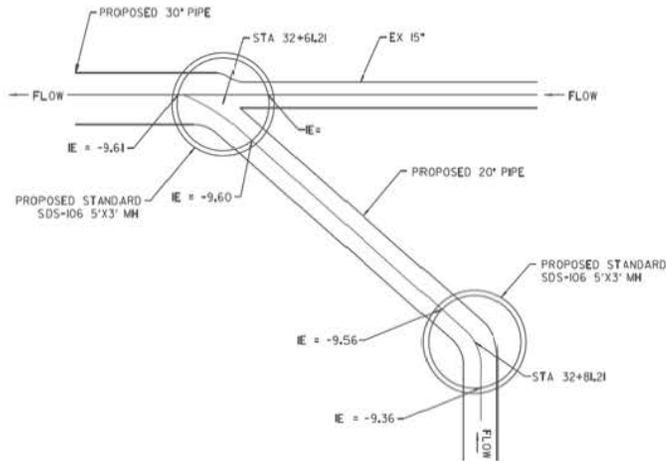
STANDARD 36" MANHOLE FRAME AND COVER



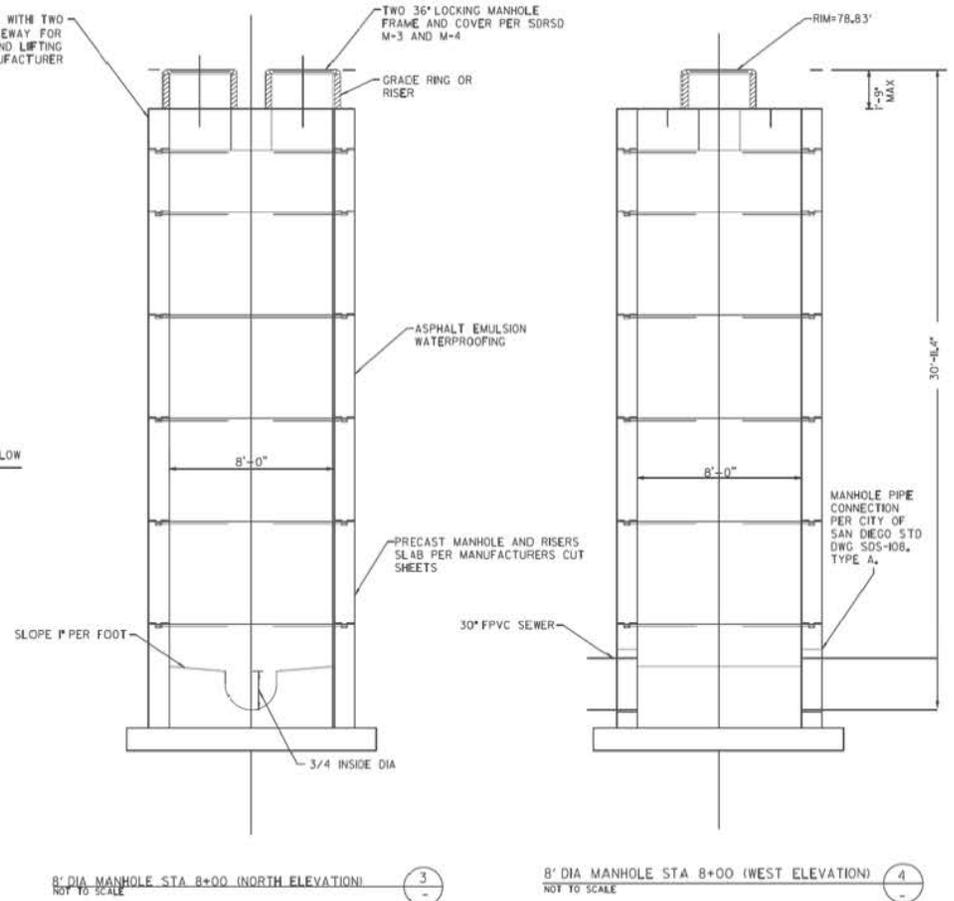
8' DIA MANHOLE STA 8+00 (TOP) 1 - NOT TO SCALE



8' DIA MANHOLE STA 8+00 (CHANNEL) 2 - NOT TO SCALE



5' DIA MANHOLE STA 32+6L21 TO 32+8L21 5 - NOT TO SCALE



8' DIA MANHOLE STA 8+00 (NORTH ELEVATION) 3 - NOT TO SCALE

8' DIA MANHOLE STA 8+00 (WEST ELEVATION) 4 - NOT TO SCALE

DETAILS

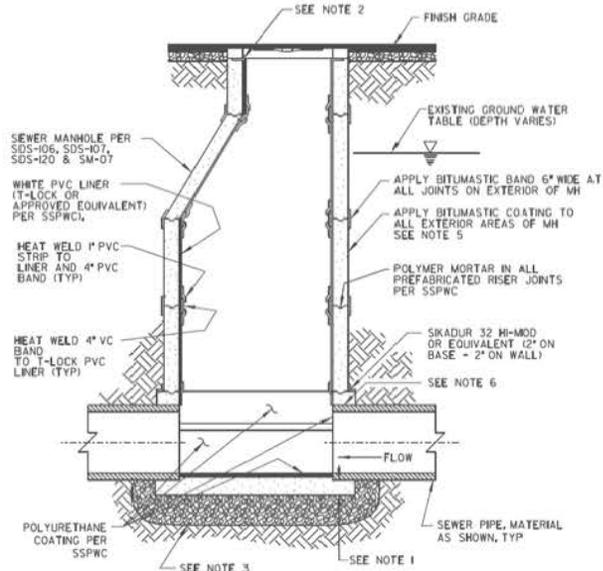
C-23

HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
DETAILS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 27 OF 29 SHEETS

NO. S-18006

| | | | |
|-------------|---------------|----------|------------------|
| | DESIGNED BY | DATE | PROJECT ENGINEER |
| | BRIAN VITELLE | | JULE ADAM |
| DESCRIPTION | BY | APPROVED | DATE |
| ORIGINAL | MB/AG | | 194-1719 |
| | | | 1834-6279 |
| | | | 41395-27-D |

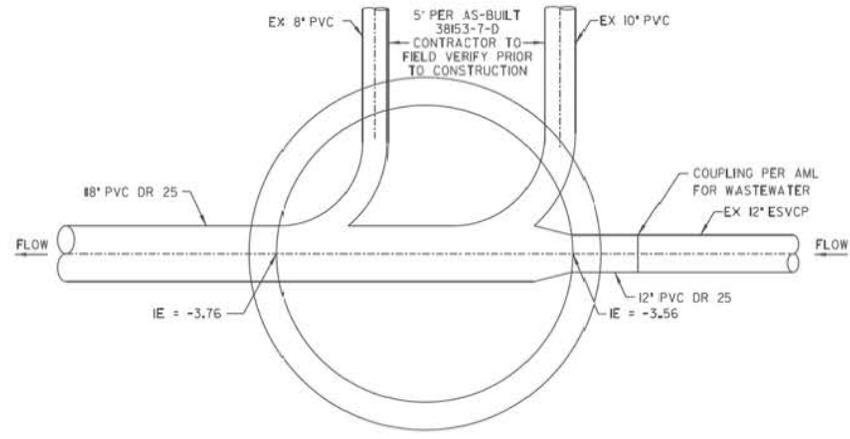


TYPICAL NEW SEWER MANHOLE COATING AND LINING

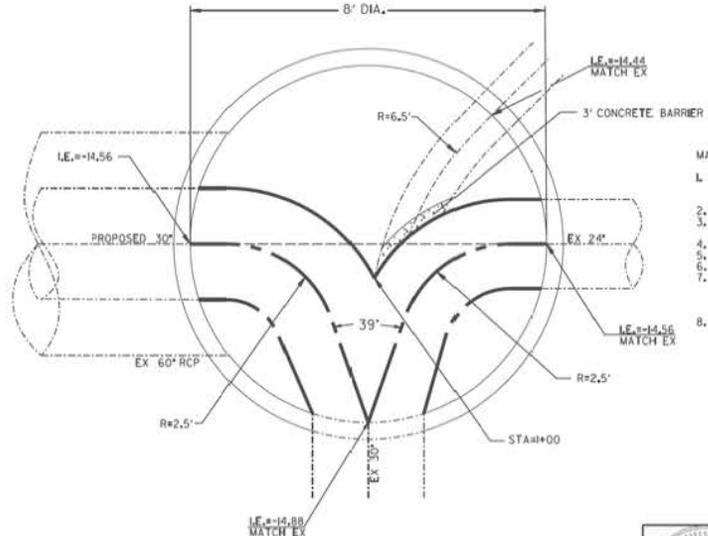
ADDITIONAL NOTES TO THE CONTRACTOR:

1. MINIMUM CONCRETE BASE THICKNESS BETWEEN THE OUTSIDE DIAMETER OF THE LARGEST PIPE AND THE BOTTOM OF THE BASE SHALL BE 1FOOT.
2. INSTALL TWO PVC PREFORMED TURNBACKS UNDER FRAME.
3. 1FOOT THICK MINIMUM OF 3/4\"/>

SEWER MANHOLE COATING AND LINING 1 - NOT TO SCALE



MH NO 18 - NEW 8' DIAMETER STA 45+86,94 2 - NOT TO SCALE



MH NO 1 - REHAB 3 - NOT TO SCALE

- MANHOLE NOTES:
1. TEST FOR VOIDS AND STRUCTURAL INTEGRITY OF THE EXISTING LINING, REPAIR AS NEEDED PER APPROVED MATERIALS LIST
 2. RE-CHANNEL
 3. SHELVE TO BE SLOPED AT INCH PER FOOT TOWARD THE CHANNEL PER SDS-120
 4. COAT MH BOTTOM PER SM-07
 5. 30\"/>

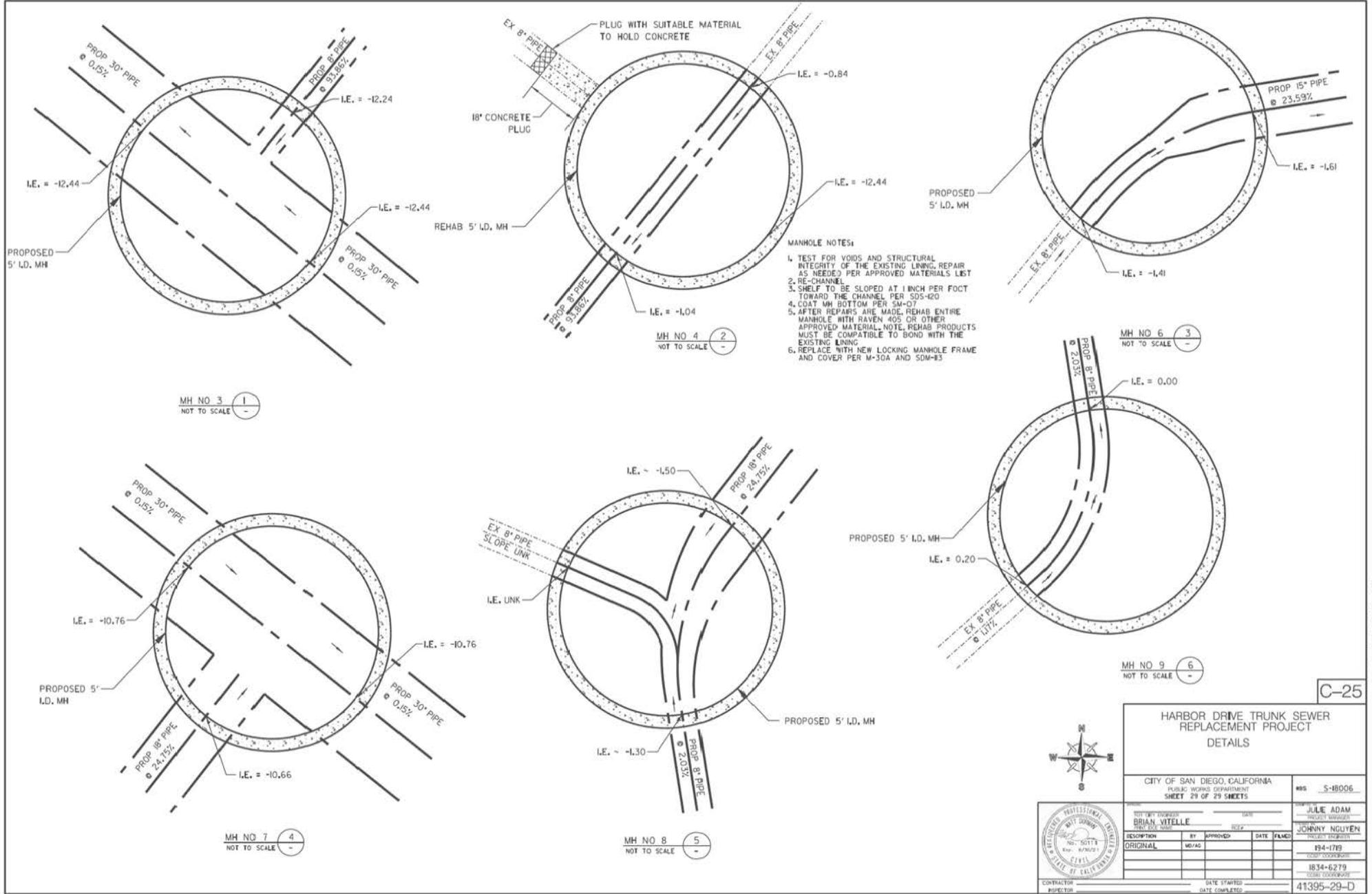
C-24

HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT DETAILS

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 28 OF 29 SHEETS #BS 5-B006

| | | | |
|-------------|---------------|----------------|------------------|
| | DESIGNED BY | DATE | PROJECT ENGINEER |
| | BRIAN VITELLE | | JOHNNY NGUYEN |
| DESCRIPTION | BY | APPROVED | DATE |
| ORIGINAL | MB/AG | | 194-1719 |
| | | | 1834-6279 |
| CONTRACTOR | DATE STARTED | DATE COMPLETED | 41395-28-D |

DETAILS



DETAILS

C-25

HARBOR DRIVE TRUNK SEWER REPLACEMENT PROJECT
DETAILS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 29 OF 29 SHEETS

PROJECT NUMBER: **5-18006**

DESIGNED BY: **BRIAN VITELLE**
DATE: **8/16/21**

CHECKED BY: **JOHNNY NGUYEN**
DATE: **8/16/21**

CONTRACTOR: **41395-29-D**

DATE STARTED: _____ DATE COMPLETED: _____

REVISIONS:

| NO. | DESCRIPTION | BY | APPROVED | DATE | FILED |
|-----|-------------|-------|----------|------|-------|
| 1 | ORIGINAL | MD/AG | | | |

PROFESSIONAL SEAL: **BRIAN VITELLE**, CIVIL ENGINEER, STATE OF CALIFORNIA, LICENSE NO. 50718



**CEQA and COASTAL DETERMINATIONS
and
NOTICE OF APPROVAL**

Document No. 71813Filed 09/17/2020

office of the District Clerk

Project: ROELA to City of San Diego for Sewer Trunk Replacement at Tenth Avenue Marine Terminal

Location: Switzer Street west of Harbor Drive, San Diego, CA 92101
Harbor Drive between Beardsley Street and Park Boulevard, San Diego, CA 92101
Park Boulevard between Harbor Drive and Imperial Avenue, San Diego, CA 92101
Imperial Avenue between Park Boulevard and 12th Avenue, San Diego, CA 92101

Parcel No.: Various

Project No.: 2020-075

Applicant: Eriberto J. Valdez, Jr., Associate Planner, City of San Diego, 525 B Street, Suite 750, San Diego, CA 92101

Date Approved: August 31, 2020

PROJECT DESCRIPTION

The proposed project would involve replacement of existing sewer trunk by the City of San Diego (Applicant) in the City of San Diego, California. Work to specifically complete the proposed project would involve the replacement of approximately 4,500 linear feet (LF) of existing 12 to 24-inch (in.) trunk sewer with 18 to 30-in diameter pipeline; approximately 100 LF of sewer replacement would be within the San Diego Unified Port District (District) tidelands. The upsizing of utility is due to existing and anticipated future development in the vicinity of the project site, as 2020 Max Dry Weather and Max Wet Weather sewer flows are anticipated to increase by roughly as 150% and 130% respectively by 2050. The existing 8-inch and 18-inch diameter sewer laterals within the Districts' jurisdiction currently connect and discharge to the trunk sewer under the Harbor Drive overpass via an existing manhole within BNSF right-of-way (ROW). The Applicant proposes to relocate the existing manhole and realign the lateral to be within City ROW. The existing lateral and manhole will be slurry filled and abandoned. Additionally, this project will include the replacement of approximately 2,400 square feet (sq. ft) of existing porous concrete at four (4) truck parking spaces that would be temporarily impacted by the lateral and manhole installation. The construction area required, including excavation and staging area, is anticipated to be approximately 5,000 sq. ft. Construction of the proposed improvements within District jurisdiction would require open trench construction with trench depths to approximately 20 ft. Excavation and trenching would result in approximately 6,000 cubic yards of soil. Excavated soil that cannot be backfilled would be transported, disposed of, and stock piled in accordance with Greenbook and Whitebook standards.

Construction of the portion of the proposed project within District tidelands is anticipated to occur in early 2021 and would take approximately two (2) months to complete. A traffic control plan will be enforced, including two flaggers to direct fuel trucks in and out of the Jankovich fuel lot for the duration of the lateral installation to maintain access.

Due to its nature and limited scope, construction of the proposed project would generate a minor amount of vehicle trips and would require limited use of equipment. Therefore, significant impacts related to air quality, greenhouse gas emissions, and transportation and traffic are not anticipated to occur. Furthermore, the Applicant would be responsible for complying with all applicable federal, state, and local laws regarding construction demolition debris, hazards and hazardous materials, and stormwater.

The proposed project also includes a Right of Entry License Agreement (ROELA) to the City of San Diego (Licensee) to enter certain property located in the City of San Diego, California. The area proposed for use under this ROELA would be used by the Licensee and their authorized agent(s) and contractor(s) for the purpose of installation, construction, operation, maintenance, replacement, repair and inspection of public sewer line facilities as well as ingress and egress in support of those activities.

It is anticipated that the ROELA would have a total term of approximately two (2) years, or upon completion of the work, whichever occurs earlier. The ROELA may be terminated by the District as a matter of right and without cause at any time upon provide forty-eight (48) hours' notice in writing to the Licensee of such termination.

The following categorical determinations are based on the project submittal and all project information known to the District as of the date of this determination.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

In accordance with CEQA the City of San Diego, as Lead Agency, analyzed the proposed project and prepared a Notice of Exemption (NOE) on October 21, 2019. The NOE identified that the proposed project was determined to be Statutorily Exempt pursuant to CEQA State Guidelines Section 15282(k), Other Statutory Exemptions, which includes the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length; the project meets the requirements for Statutory Exemption Section 15282(k). Pursuant to CEQA Guidelines Section 15381, the District is a Responsible Agency because the project is being carried out by the City on District Tidelands. The District has considered the NOE and finds that it is sufficient for the project. As such, issuance of this Categorical Determination is not separate a "project" for CEQA purposes but are simply an additional governmental approval required to implement a previously approved project. (CEQA Guidelines § 15378(c); Van de Kamps Coalition v. Board of Trustees of Los Angeles Comm. College Dist. (2012) 206 Cal.App.4th 1036.) Accordingly, the proposed project is merely a step in furtherance of the original project for which environmental review was performed, and no further environmental review is required.

CALIFORNIA COASTAL ACT

PORT MASTER PLAN CONSISTENCY

Planning District: 4 - Tenth Avenue Marine Terminal (Precise Plan Figure 13)

Land Use Designation: Marine Related Industrial

The portion of the proposed project located within the Coastal Development Permit (CDP) jurisdiction of the District conforms to the certified Port Master Plan because it would involve replacement of existing sewer line, relocation of an existing manhole, and replacement of porous pavement, consistent with the existing certified Land use designation. The proposed project would not change the use of the site nor would it interrupt or expand the existing conforming use of the site.

CATEGORICAL DETERMINATION

Categorical Exclusions: Section 8.a: Existing Facilities; Section 8.b: Replacement or Reconstruction; and Section 8.d: Minor Alterations to Land

8.a. Existing Facilities: The operation, repair, maintenance, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing, including but not limited to:

- (2) Public and private utilities used to provide electric power, natural gas, sewer, or other utility services
- (3) Streets, sidewalks, gutters, bicycle and pedestrian paths, and similar facilities.

AND/OR

8.b. Replacement or Reconstruction: Replacement or reconstruction of existing structures and facilities where the new structure will be located essentially on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

- (2) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

AND/OR

8.d. Minor Alterations to Land: Minor public or private alterations in the condition of land, water, and/or vegetation which do not involve the removal of mature, scenic trees, including but not limited to:



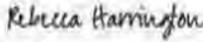
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| | San Diego, CA 92101 |
| | mpaul@portofsandiego.org |
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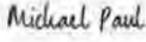
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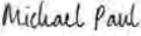
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| | San Diego, CA 92101 |
| | njensen@portofsandiego.org |
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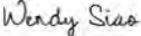
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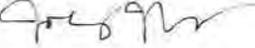
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact San Diego Unified Port District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rsanagus@portofsandiego.org

To advise San Diego Unified Port District of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rsanagus@portofsandiego.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from San Diego Unified Port District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rsanagus@portofsandiego.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with San Diego Unified Port District

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rsanagus@portofsandiego.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|--------------------|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |
| Browsers: | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |

| | |
|----------------------------|---------------------------|
| Enabled Security Settings: | Allow per session cookies |
|----------------------------|---------------------------|

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify San Diego Unified Port District as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by San Diego Unified Port District during the course of my relationship with you.

ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Michels Corporation, herein called "Contractor" for construction of **Harbor Drive Trunk Sewer Replacement**; Bid No. **K-22-1972-DBB-3-A**; in the total amount Thirty Million Nine Hundred Eighty Seven Thousand Three Hundred Ninety Eight Dollars and Seventy Five Cents (\$30,987,398.75), which is comprised of the Base Bid consisting of an amount not to exceed \$16,211,656.69 for Phase I and \$14,775,742.06 for Phase II.

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

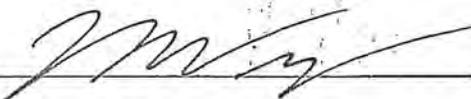
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Harbor Drive Trunk Sewer Replacement** on file in the office of the City Clerk as Document No. **S-18006**, 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 **Harbor Drive Trunk Sewer Replacement**, Bid Number **K-22-1972-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 (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).
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 and is approved by the City Attorney in accordance with San Diego Charter Section 40.

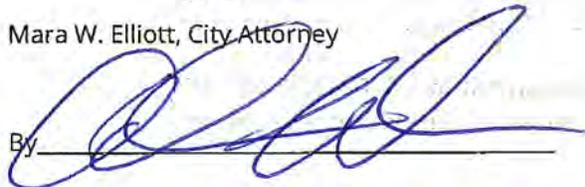
CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

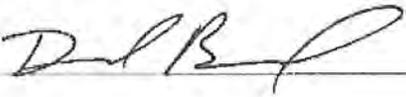
By 
Print Name: Matthew Vespi
Chief Financial Officer
Office of the Chief Financial Officer Department

Mara W. Elliott, City Attorney
By 
Print Name: ADAM WANDER
Deputy City Attorney

Date: August 18, 2022

Date: 06/23/22

CONTRACTOR

By 
Print Name: David Brummel

Title: General Manager

Date: 7-21-22

City of San Diego License No.: 553612

State Contractor's License No.: 553612

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000005493

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego City Council Ordinance No. O-2022-53 Emergency Ordinance to Implement the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

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

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

Harbor Drive Trunk Sewer Replacement

(Project Title)

as particularly described in said contract and identified as Bid No. **K-22-1972-DBB-3**; SAP No. (WBS) **S-18006** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

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 - Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB® | WHERE CERTIFIED® | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|------------------------------|--------------|-----------------------------|--|------------------|------------------------------------|
| Name: _____ 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 | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That Michels 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

Harbor Drive Trunk Sewer Replacement, K-22-1972-DBB-3A, S-180006

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 1st day of June, 20 22

Michels Corporation (SEAL)
(Principal)

Western Surety Company (SEAL)
(Surety)



By: [Signature]
(Signature)

By: [Signature] Heather R. Goedel
(Signature) Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ACKNOWLEDGMENT

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

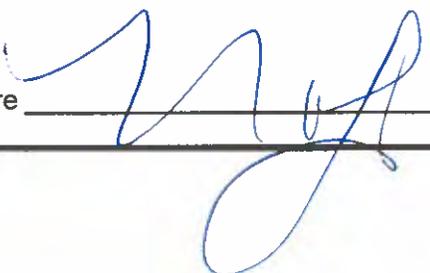
State of ~~California~~ Minnesota
County of Hennepin

On June 1, 2022 before me, Nicole Catherine Langer, Notary Public
(insert name and title of the officer)

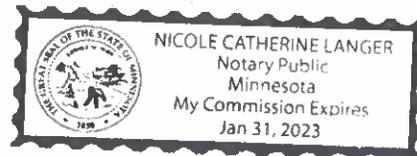
personally appeared Heather R. Goedel, Attorney-in-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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

Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedel, Kelly Nicole Enghauser, Megan Nicole Scott, Michelle Halter, Individually

of Bloomington, MN, 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 14th day of February, 2022.



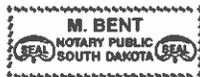
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of February, 2022, 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
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of June, 2022



WESTERN SURETY COMPANY

L. Nelson
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.

**CONSENT RESOLUTION OF
THE BOARD OF DIRECTORS OF
MICHELS CORPORATION**

JANUARY 1, 2022

The undersigned, being the Board of Directors of MICHELS CORPORATION, a Wisconsin corporation, pursuant to Section 180.0821 of the Wisconsin Statutes, do hereby consent to the following acts taken without a meeting:

ELECTION OF OFFICERS

RESOLVED: that any of the following elected officers and appointed managers shall have the authority to negotiate and execute bonds, bid documents, contracts and agreements on behalf of the Corporation for the fiscal year ending December 31, 2022 or until their respective successors have been elected and qualified:

| | |
|--|------------------------|
| President and Chief Executive Officer | Patrick D. Michels |
| Executive Vice President | John Schroeder |
| Vice President and Secretary | Kevin P. Michels |
| Vice President and Treasurer | Timothy J. Michels |
| Assistant Vice President | Murray Luedtke |
| Chief Financial Officer | Jason Kozelek |
| Chief Legal Officer | A. David Stegeman |
| Assistant Secretary | Mary H. Ausloos |
| Assistant Secretary | Susan P. Kaiser |
| Assistant Secretary | Ann Geschke |
| Assistant Secretary | Jill A. La Ronge |
| Assistant Secretary | Eric DeGroot |
| Assistant Secretary | Alissa DeWar |
| Senior Group Vice President | Phillip Michels |
| Senior Vice President - M&A and Real Estate | A. David Stegeman |
| Vice President – Human Resources | Karen Wuest |
| Vice President – HSE | Sean Nicholson |
| Vice President – Information Technology | Julie Hamm-Tellock |
| Vice President – Infrastructure | Mark E. Hutter |
| Vice President – Trenchless Business Administration | Matt Smith |
| Vice President – Directional Crossings | Jeffrey S. Mueller |
| Vice President – Trenchless Crossings | Brandon Young |
| Vice President – Pipe Services | Lee Zubrod |
| Vice President – Trenchless Preconstruction Services | Craig Vandaele |
| Senior Director – Risk Management | Alissa DeWar |
| Senior Director – Equipment Administration & Procurement | Kevin Schaefer |
| Senior Director – Equipment & Yard Operations | Dave Wilhelms |
| Director – Marketing & Communications | Holly Luehring |
| General Manager – Northeast Operations | David Brummel |
| General Manager – Infrastructure | Benjamin Ploederl |
| Senior Advisor – Tunneling | James E. Stevens |
| General Manager – Tunneling | Christopher B. Fleming |

APPOINTMENT OF AUTHORIZED AGENTS

RESOLVED: that the following individuals are appointed as authorized agents of the Corporation, empowered to perform certain property management duties relating to real estate owned, managed, or leased

by the Corporation, and to further provide all such services to any subsidiaries or affiliates of the Corporation pursuant to the terms of a Professional Services Agreement entered into by and between the Corporation and such subsidiary or affiliate, as applicable, until the next annual meeting of the Board of Directors or until their death, resignation or removal:

Authorized Agent

W. Dirk Hausmann

Dated this 1st day of January, 2022.

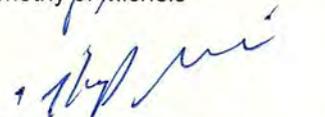
DIRECTORS:



Patrick D. Michels



Timothy J. Michels



Kevin P. Michels

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

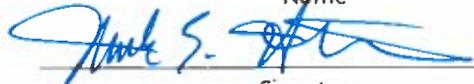
CHECK ONE BOX ONLY.

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

| DATE OF CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/REMEDIAL ACTION TAKEN |
|---------------|----------|----------------------|------------------|--------|----------------------------------|
| | | See attached sheet. | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Contractor Name: Michels Corporation

Certified By Mark E. Hutter Title Vice President - Infrastructure

Name

 Signature

Date 06.01.22

USE ADDITIONAL FORMS AS NECESSARY

| Date of Claim | Location | Description of Claim | Litigation (Y/N) | Status | Resolution/Remedial Action Taken |
|---------------|-----------------|--|------------------|--------|----------------------------------|
| 6/20/2012 | Pennsylvania | Commonwealth of PA - Human Relations Commission Employee alleges discrimination based on sex Darwin Claim Number 2012023973 EEOC Charge No. 533-2012-00721 Case No. 201201545 | Y | Closed | Confidential Settlement |
| 11/27/2013 | New Jersey | Employee alleges discrimination based on Race New Jersey Division on Civil Rights Darwin Claim No. 2014003467 EEOC Charge No. 524-2014-00008 | Y | Closed | Dismissed |
| 1/13/2014 | New Berlin, WI | Employee alleges discrimination based on Age Zurich Claim No. 941-0445665 EEOC Case No. 26C201400377C ERD Case No. CR201400044 | Y | Closed | Complaint Withdrawn |
| 1/26/2014 | Moberly, MO | Missouri Commission on Human Rights Employee alleges discrimination based on Race, Age and Disability Darwin Claim No. 2014003465 EEOC Chare No. 560-2014-00228 | Y | Closed | Confidential Settlement |
| 1/26/2014 | Colorado | Colorado Civil Rights Division Employee alleges discrimination due to race and origin EEOC Charge No. 846-2015-09994 Zurich Claim No. 9410495386 | Y | Closed | Dismissed |
| 11/5/2014 | Rogers, MN | Employee alleges discrimination based on Retaliation due to Workers Compensation Claim Minnesota Department of Human Rights and EEOC Zurich Claim No. 941-0474508 EEOC Charge No. 444-2015-00180 | Y | Closed | Confidential Settlement |
| 1/16/2015 | Brownsville, WI | State of Wisconsin DWD Employee alleges his was discriminated against based on a disability ERD Case No.: CR201501052 EEOC Case No. 26G201500731C Zurich Claim 941-0490299 | Y | Closed | Confidential Settlement |
| 4/27/2015 | Texas | Employee alleges wrongful termination based on a workers compensation injury State of Texas, County of Hidalgo Zurich Claim No. 941-045608 | Y | Closed | Confidential Settlement |
| 11/4/2015 | Greenfield, MN | The Commonwealth of Massachusetts Commission Against Discrimination Employee alleges discrimination based on age and disability MCAD Docket Number 15SEM03398 EEOC/HUD Number 16C-2015-00498 Zurich Claim No. 941-0512746 | Y | Closed | Confidential Settlement |

| | | | | | |
|-----------|-------------------|---|---|--|-------------------------|
| 2/19/2017 | North Dakota | North Dakota Department of Labor and Human Relations EEOC Charge No. : 444-2017-00608 AIG Claim No. 4649261808US Employee alleges he was discriminated against based on race | Y | Closed | Dismissed |
| 7/1/2017 | Wisconsin | Claim for discrimination based on age, as well as claim for retaliation due to Age. EEOC Charge No. 532-2018-00694 AIG Claim #9478072575US | Y | Closed | Confidential Settlement |
| 5/24/2018 | Toledo, OH | Employee alleges discrimination based on Race/Color due to him being a African American TOL72(39368)07162018/22A-2018-02988C (Ohio Civil Rights Commission) EEOC Charge No. 22A-2018-02988C AIG Claim No. 3826331440US | Y | Closed | Confidential Settlement |
| 6/1/2018 | South Windsor, CT | Complaint filed with CHRO and EEOC alleging: given unequal duties, harassment, sexual harassment, retaliation, transfers, given difficult assignments and a hostile work environment. | Y | Closed | Confidential Settlement |
| 9/11/2018 | South Windsor, CT | State of Connecticut Commission on Human Rights and Opportunities Case Number: 1904228 EEOC Charge No. 16A201900497 Employee alleges he was discriminated against via termination, harassment, retaliation and a hostile work environment. | Y | Escalated | Confidential Settlement |
| 9/26/2018 | South Windsor, CT | State of Connecticut Commission on Human Rights and Opportunities Employee alleges he was exposed to a variety of harassment concerns and was retaliated against for reporting Case Number: 1940229 EEOC Charge Number: 16A201900498 AIG Claim # 7778052466US | Y | Closed | Confidential settlement |
| 3/11/2019 | Los Angeles, CA | Califonina Department of Fair Employment & Housing EEOC Charge No. 480-2019-02884 AIG Claim No. 6587367374US Alleges discrimination based on race | Y | Closed | Dismissed |
| 4/15/2019 | Alton, IA | Illinois Department of Human Rights EEOC Charge No. 443-2019-00931 Arthur Hinton claims he was discriminated against due to his race. | Y | Closed | Dismissed |
| 7/3/2019 | Brownsville, WI | Wisconsin DWD EEOC Case No. 26G201900968C Elsie Manjudujano alleges discrimination due to a learning disability | Y | Closed | Dismissed |
| 7/4/2019 | Los Angeles, CA | Superior Court of California, County of Los Angeles Allegation of wrongful termination due to workers compensation claim AIG Claim No. 2302264786US Case No. 20TRCV00166 | Y | Closed | Confidential Settlement |
| 7/23/2019 | Gwinn, MI | Michigan Department of Civil Rights EEOC Charge No. 443-2019-02171 Alleges discrimination due to sex. | Y | Closed | Dismissed |
| 3/4/2020 | Londonderry, NH | New Hampshire Commission for Human Rights Alleges discrimination based on sex Chubb Claim No. KY20K2787807 EG(H)* 0175-20 16D-2020-00198 | Y | Under Investigation before Connecticut CHR | N/A |

| | | | | | |
|------------|------------------|---|---|-----------------------------------|-------------------------|
| 4/8/2020 | Los Angeles, CA | Phillip Pivovarov v. Michels Corporation, Michels Pacific Energy, Mark Harasha and Kelvin Owens Venue - Superior Court of the State of California, County of Los Angeles Plaintiff alleges unlawful harassment, discrimination and retaliation. | Y | Trial date set for August 1, 2022 | N/A |
| 4/14/2020 | Pennsylvania | Pennsylvania Human Relations Commission Chubb Claim No. KY20K2310385 EEOC Charge No. 530-2020-02541 Plaintiff alleges race discrimination, disability discrimination, hostile work environment and retaliation | Y | Closed | Confidential Settlement |
| 5/26/2020 | Brownsville, WI | Claims he was not hired due to a disability - during covid. Was not able to start for an extended period of time. Chubb Claim No: KY20K2426413 ERD Case No. CR202001123 EEOC Case No. 26G202000811C | Y | Closed | Confidential Settlement |
| 6/23/2020 | West Chester, PA | Pennsylvania Human Relations Commission Alleges discrimination and retaliation based on Sex. Chubb Claim No. KY20K2506944 EEOC Charge No. 530-2020-04319 | Y | Closed | Confidential Settlement |
| Dismissed | West Virginia | EE: Matthew Fisher Circuit Court of Marion County, WV EE alleges he was wrongfully terminated/retaliated against due to filing a WC Claim. | Y | Ongoing | N/A |
| 10/17/2016 | Boston, MA | Age Discrimination | Y | Closed | Dismissed |
| 2/5/2020 | Oregon L&I | Unlawful disc, whistleblowing & WC | Y | Closed | Dismissed |
| 10/31/2021 | WA L&I | Claim Suppression | Y | Closer | Dismissed |

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

| Legal Name | | DBA | |
|---------------------------------------|-----------|--------------|-------|
| Michels Corporation | | | |
| Street Address | City | State | Zip |
| 210 West Becher Street, Suite 800 | Milwaukee | Wisconsin | 53207 |
| Contact Person, Title | | Phone | Fax |
| Jim Black, Senior Manager, Estimating | | 920.539.3405 | N/A |

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

* The precise nature of the interest includes:

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

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

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

| Name | Title/Position |
|--|--|
| Mark Hutter | Vice President, Infrastructure |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Fond du Lac, Wisconsin | |
| Interest in the transaction | |
| Communicating/negotiating with City officers/employees and directing/supervising actions of persons engaged in the above activities. | |

| 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 Mayor or Designee with written notice is grounds for Contract termination.

| | | |
|--|-----------|----------|
| Mark Hutter, Vice President - Infrastructure | | 06.01.22 |
| Print Name, Title | Signature | Date |

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

DEBARMENT AND SUSPENSION CERTIFICATION

PRIME CONTRACTOR

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

| EFFECT OF DEBARMENT OR SUSPENSION |
|---|
| To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code 522.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i> , executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City. |

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

The names of all persons interested in the foregoing proposal as Principals are as follows:

| NAME | TITLE |
|--------------------|---------------------------|
| Patrick D. Michels | President |
| Timothy J. Michels | Vice President, Treasurer |
| Kevin P. Michels | Vice President, Secretary |

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

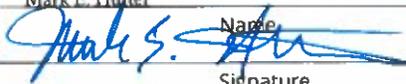
The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Michels Corporation

Certified By Mark E. Hutter Title Vice President - Infrastructure

 Name _____ Date 06.01.22
 Signature _____

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

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|-----------------|------------------------------|
| Robert Robinson | President, PURE Effect, Inc. |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|----------------|-------------------------------------|
| Joseph Fucella | President, iVET Environmental, Inc. |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|-----------------|-----------------------------|
| Ronald E. Lacey | CEO/Owner, Lacey Consulting |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------------------|----------------------------|
| Frank J. Marquez | CEO, Bonita Pipeline, Inc. |
| | |
| | |

Contractor Name: Michels Corporation

Certified By Mark E Hutter Title Vice President


 Name
 Signature

Date 06.01.22

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|----------------|-------------------------|
| Dave Singleton | CEO, Griffin Dewatering |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|----------------|---------------------|
| Alice Brewster | Owner, PanGIS, Inc. |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|--------------|-------------------------|
| Natalie Todd | COO, NHTP Ventures, LLC |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|---------------|------------------------|
| Rafael Teran | President, AR Concrete |
| Adrian Molina | Secretary, AR Concrete |
| | |
| | |

Contractor Name: Michels Corporation

Certified By Mark E Hutter Title Vice President


 Name
 Signature

Date 06.01.22

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|--------------|--|
| Roxanne Nash | Vice President/Owner, Southwest Traffic Signal Service, Inc. |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------------------|------------------------------|
| Danny J. Barnett | President/CFO, NOVA Services |
| Dan Barnett | Principal, NOVA Services |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|--------------|--|
| Robert Perez | Owner/President, RAP Engineering, Inc. |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|-----------|-------------------------------------|
| Doug Ford | President, Pavement Coating Company |
| | |
| | |

Contractor Name: Michels Corporation

Certified By Mark E Hutter Title Vice President


 Name
 Signature

Date 06.01.22

USE ADDITIONAL FORMS AS NECESSARY*

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Can you please define the limits of the land available to the contractor from the Port (adjacent to the Dole operations)?

A1. There may be staging area available on Port property. However, the contractor is responsible for coordination and obtaining all permits, leases, or any other items necessary to obtain staging areas. See White Book Section 3-12.4.1 and 3-12.4.3.

Q2. Is the intent to treat contaminated water onsite and dispose of offsite or can the water be treated onsite and disposed in the sanitary sewer system if testing confirms allowance into the sanitary system within the discharge parameters set by the City? And/or is it acceptable to collect the groundwater, test it and disposal in whole off-site if contaminated and/or discharge to sanitary sewer pending sample results?

A2. On-site pretreatment is required to ensure the groundwater meets the discharge standards set by the City. It is anticipated that after the required pretreatment, the resulting wastewater is discharged to the sanitary sewer on-site.

Q3. Please include all pertinent pictures for the installation of the P-trap.

A3. Please see "Park 12 Sewer Lateral Submittals" folder in link below for photos of the existing piping:

https://drive.google.com/drive/u/0/folders/1lQ8_sHTuftZlJnLEw4q26ljNDVYjLFvy

- Q4. Will the City consider adding a Force Account Allowance associated with the time required to inspect and review how to proceed with the work on Harbor Drive?
- A4. The time required to inspect and review is included in the lump sum bid item Development of Launching/Receiving Pits.
- Q5. In a effort to provide the best pricing and subcontractor outreach, is it possible to have the bid date Pushed back 3 weeks on the above referenced project. Please advise.
- A5. The Bid Opening date shall remain as May 12, 2022 at this time.
- Q6. The SCST Geotechnical Report dated 12/16/19 for Harbor Drive Trunk Sewer Replacement shows on Figure 1 Site Vicinity Map, six borings along Imperial Avenue taken by Leighton between 2004 and 2014 as circled in Blue on the attached Figure 1. The boring logs are not included in the SCST Report, or any other Bid Documents provided by the City to Bidders for this project. Can these borings be provided for the proposed sewer replacements in Imperial Ave?
- A6. Please see "Supplemental Reports" folder in link below for the "Harbor Drive Sewer Upgrade Preliminary Geology Review by Leighton - November 2014 Report":

https://drive.google.com/drive/u/0/folders/1IQ8_sHTuftZlJnLEw4q26ljNDVYjLFvy

- Q7. Given the current market conditions, FPVC and PVC have become increasingly expensive with lead-times exceeding 6 months or more. Is Fiberglass Reinforced Polymer Mortar (FRPM) Sewer Pipe, as specified in the City of San Diego's Approved Material list for Municipal Sewer, Subject A.5, an acceptable alternate to FPVC and PVC for sizes 12" and larger? FRPM will likely be less expensive and have significantly shorter lead-times.

- A7. Fiberglass Reinforced Polymer Mortar (FRPM) and Centrifugally Cast Fiberglass Reinforced Polymer Mortar (CCFRPM) Sewer Pipe, as indicated in the City of San Diego Public Utilities Department Approved Materials List, May 2021, is an acceptable alternate to FPVC and PVC for sizes 12" and larger. Contractor required to restrain all joints and obtain required slope. Please note, the AML indicates CCFRPM is for direct bury installation.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *May 2, 2022*
San Diego, California

RA/AJ/lir

A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER'S QUESTIONS

Q1. Due to the complexity of this project would City of San Diego please extend the bid date on this project 60 days?

A1. Bid date has been extended to June 1, 2022.

Q2. Would you please extend the question and answer deadline?

A2. The question and answer deadline has been extended to May 18, 2022.

Q3. At the pre-bid meeting it was shared that the Port has offered a laydown yard. Would you please identify size, location and fee's associated with the parcel?

A3. There may be staging area available on Port property; however, the Contractor is responsible for coordinating and obtaining all permits, leases, or any other items necessary to obtain staging areas. See White Book Section 3-12.4.1 and 3-12.4.3

Q4. At the pre-bid meeting it was shared that to mitigate the risk, an exploratory hole should be dug to expose the existing tile casing to verify the engineering is correct and the contractor bid it the way it could be performed. Will the City provide an allowance item for this mitigation work?

A4. The time required for mitigation work is included in the lump sum bid item Development of Launching/Receiving Pits.

Q5. If the integrity of the pipe is not satisfactory, what is the City's back up plan?

A5. The Contractor shall employ tunneling equipment that will be capable

of handling the various anticipated circumstances, as indicated in the plans and specifications and noted in Section 307-2.1.2.

Q6. Is the City's intent with the SLBE & the ELBE requirements for the contractor to use multiple SLBE/ELBE subs or can the contractor use one?

A6. The SLBE/ELBE subcontracting participation goal can be achieved by using an SLBE, or ELBE, or a combination of SLBEs and ELBEs.

Q7. Would you please identify on the plans what sewer manholes are new, what are existing to remain and what Manholes are to be abandoned?

A7. The plans indicate which sewer manholes are new, which are existing and which are to be abandoned.

Q8. On Imperial between 12th and 11th we know there are tie-backs for the existing buildings. Would you please identify those on the plans?

A8. The plans for the Ballpark Village/Park 12 building, which include the typical tie back locations, are provided in the "Park 12 Shoring Plans" folder at the following link:

https://drive.google.com/drive/folders/1IQ8_sHTuftZlJnLEw4q26ljNDVYjLFvy

Q9. Is the contractor to assume that the tunnel system will need to be designed as seismically resilient?

A9. The tunnel system does not need to be designed as seismically resilient.

Q10. Is the contractor to assume that the steel casing design will need to account for a full column load of CDF after tunneling under abandoned MH?

A10. Yes.

Q11. Are the horizontal bends within the existing casing intended to require a mitered connection in the steel casing? Traditional trenchless methods are not applicable to abrupt changes in alignment and require gradual steering which may be prohibited by existing RCP geometry and steel bending limits.

- A11. It is the Contractor's responsibility to determine the trenchless method for successfully completing the work including navigating the bends in the existing 60-inch RCTL, the tunneling equipment and methods, additional pits at the bends, or other means to accomplish the work and maintain the design grade of the sewer.
- Q12. Section 1-2. B and c in Attachment E – Supplementary Special Provisions (Rev. July 2021) both give moratorium dates in 2021, some of which have already passed. Were these dates intended for 2022 & 2023?
- A12. The Contractor shall account for and coordinate all anticipated moratoriums in their construction schedule including, but not limited to, the annual 10-day Comic Con period per Section 1-2.
- Q13. On Sheet C-6 (10-D) Note 6 states "Standby required for crossing or within 10 feet of SDG&E Electric Transmission Mains. Is there a cost to the Contractor associated with this? Has there been discussion with SDG&E to remedy any schedule delays?
- A13. The costs of Standby Services required for the protection of low and medium pressure gas Facilities (meaning 60 psi or less) and electric distribution (meaning 12 kV or lower) Facilities, including any personnel, stand-by safety engineers, or other services necessary shall be the responsibility of the Contractor. The Contractor shall be responsible for all costs associated with coordinating with SDG&E for the standby. SDGE has been involved with design process and will be involved in pre-construction meetings. Thus, the City does not anticipate schedule delays.
- Q14. In the SSP, Section 3-9.2 states that all the geotechnical reports, etc. are provided for informational purposes only. However, Sections 307-4.1.2 & 307-4.1.4 both state the design of the support of excavation shall be based on the Geotechnical Report. Please clarify.
- A14. The Geotechnical Report referred to in Sections 307-4.1.2 & 307-4.1.4 are the Contractor's geotechnical investigations, findings, and recommendations.

Q15. At the prebid meeting the City discussed that RR Flagging and RR Safety training would not be necessary. Is that the same case where it appears we may be in the RR right of way under the bridge (harbor) with respect to the new Manholes and Tunnel shaft?

A15. All safety requirements shall meet with BNSF and MTS requirements.

Rania Amen, Director, Director
Engineering & Capital Projects Department

Dated: *May 9, 2022*
San Diego, California

RA/AJ/lir

Bid Results

Bidder Details

Vendor Name Michels Corporation
Address 210 West Becher Street Suite 800
Milwaukee, Wisconsin 53207
United States
Respondee Jim Black
Respondee Title Senior Manager, Estimating
Phone 920-539-3405
Email jiblack@michels.us
Vendor Type PQUAL, CADIR
License # 553612
CADIR 1000005493

Bid Detail

Bid Format Electronic
Submitted 06/01/2022 1:18 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 287959

Respondee Comment

Buyer Comment

Attachments

| File Title | File Name | File Type |
|---|---|--|
| Certification of Pending Actions EXECUTED.pdf | Certification of Pending Actions EXECUTED.pdf | CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS |
| Mandatory Disclosure of Business Interests - EXECUTED.pdf | Mandatory Disclosure of Business Interests - EXECUTED.pdf | MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM |
| Debarment and Suspension Certification EXECUTED (2).pdf | Debarment and Suspension Certification EXECUTED (2).pdf | PRIME - DEBARMENT AND SUSPENSION CERTIFICATION |
| Debarment Suspension Certification - Subs Vendors - Completed - ALL (3 Pages).pdf | Debarment Suspension Certification - Subs Vendors - Completed - ALL (3 Pages).pdf | SUBS, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION |
| Bid Bond - EXECUTED.pdf | Bid Bond - EXECUTED.pdf | Bid Bond |

Subcontractors

Showing 7 Subcontractors

| Name & Address | Desc | License Num | CADIR | Amount | Type |
|--|---|-------------|------------|----------------|--|
| Bonita Pipeline, Inc. 140 N Glover Avenue Chula Vista, California 91910 | Utility Pipe Contractor (Constructor) SLBE/ELBE | 817325 | 1000018819 | \$4,116,571.00 | PQUAL, DVBE, DBE, HUBZ, MBE, CADIR, SDVSB, SDB, MALE, LAT, Local |
| Griffin Contract Dewatering, LLC 7040 Jurupa Avenue Riverside, California 92504 | Dewatering Contractor (Constructor) | 1009641 | 1009641 | \$661,600.00 | |
| Pavement Coatings 10240 San Sevaine Way Jurupa Valley, California 91752 | Slurry Seal (Constructor) | 303609 | 1000003382 | \$178,397.00 | PQUAL, CADIR |
| Pure Effect, Inc. 601 W. Valencia Dr. Fullerton, California 92832 | Water Treatment (Constructor) | 825682 | 1000004972 | \$610,821.00 | CADIR |
| RAP Engineering, Inc. 503 E. Mission Road San Marcos, California 92069 | Asphalt Pavement Repairs (Constructor) | 880956 | 1000002968 | \$153,979.00 | LAT, MALE, DBE, MBE, CADIR, Local |
| REC TRUCKING INC DBA AR CONCR PO BOX 1456 Chula vista, California 91912 | Concrete Flatwork (Constructor) ELBE | 1087615 | 1000040647 | \$259,875.25 | ELBE, DBE, CADIR, MALE, LAT, Local |
| iVet Environmental, Inc. 2534 State Street San Diego, California 92101 | Environmental Testing/ Sampling/ (Constructor) SLBE/ELBE | 1046197 | 1000567406 | \$3,028,067.00 | DVBE, CADIR, SDVSB, MALE CAU, Local |

Line Items

Discount Terms No Discount

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|----------|-----------|------|---|-----|--------|----------------|-----------------|----------|---------|
| Main Bid | | | | | | | \$30,987,398.75 | | |
| 1 | 524126 | | Bonds (Payment and Performance) | LS | 1 | \$181,200.00 | \$181,200.00 | Yes | |
| 2 | 237110 | | Sewage Bypass and Pumping Plan (Diversion Plan) | LS | 1 | \$900,019.00 | \$900,019.00 | Yes | |
| 3 | | | Dewatering Permit and Discharge Fees (EOC Type II) | AL | 1 | \$637,500.00 | \$637,500.00 | Yes | |
| 4 | 237110 | | Dewatering Hazardous Contaminated Water | LS | 1 | \$999,900.00 | \$999,900.00 | Yes | |
| 5 | 237110 | | Dewatering Non-hazardous Contaminated Water | LS | 1 | \$569,100.00 | \$569,100.00 | Yes | |
| 6 | 237110 | | Specialty Inspection Paid For By the Contractor (EOC Type I) | LS | 1 | \$111,300.00 | \$111,300.00 | Yes | |
| 7 | 541820 | | Exclusive Community Liaison Services | LS | 1 | \$62,600.00 | \$62,600.00 | Yes | |
| 8 | 238910 | | Preparation of Waste Management Form | LS | 1 | \$1,600.00 | \$1,600.00 | Yes | |
| 9 | 238990 | | Community Health and Safety Plan | LS | 1 | \$23,600.00 | \$23,600.00 | Yes | |
| 10 | 238990 | | Hazardous Substances Management Plan | LS | 1 | \$3,100.00 | \$3,100.00 | Yes | |
| 11 | 238990 | | Preparation of Hazardous Waste Management Plan and Reporting | LS | 1 | \$10,400.00 | \$10,400.00 | Yes | |
| 12 | 541690 | | Monitoring of Contaminated Soil | HR | 850 | \$139.00 | \$118,150.00 | Yes | |
| 13 | 238990 | | Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste | TON | 760 | \$70.00 | \$53,200.00 | Yes | |
| 14 | 238990 | | Loading, Transportation, and Disposal of Soils Containing RCRA Hazardous Waste | TON | 760 | \$640.00 | \$486,400.00 | Yes | |
| 15 | 238990 | | Testing, Sampling, Site Storage, and Handling of Petroleum Contaminated Soil | TON | 760 | \$65.00 | \$49,400.00 | Yes | |
| 16 | 238990 | | Loading, Transportation, and Disposal of Petroleum Contaminated Soil | TON | 760 | \$95.00 | \$72,200.00 | Yes | |
| 17 | 238990 | | Testing, Sampling, Site Storage, and Handling of Soils Containing Non-RCRA Hazardous Waste | TON | 6060 | \$15.00 | \$90,900.00 | Yes | |
| 18 | 238990 | | Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste | TON | 6060 | \$139.00 | \$842,340.00 | Yes | |
| 19 | 238990 | | Preparation of Hazardous Waste Management Plan and Reporting | LS | 1 | \$10,400.00 | \$10,400.00 | Yes | |
| 20 | 238990 | | Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste Contamination from the Treatment of Contaminated Groundwater. | GAL | 500000 | \$4.00 | \$2,000,000.00 | Yes | |
| 21 | 238990 | | Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste Contamination from the Treatment of Contaminated Groundwater. | GAL | 500000 | \$1.00 | \$500,000.00 | Yes | |
| 22 | | | Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type II) | AL | 1 | \$10,625.00 | \$10,625.00 | Yes | |
| 23 | 541690 | | Archaeological and Native American Monitoring Program | LF | 1738 | \$10.00 | \$17,380.00 | Yes | |
| 24 | 541690 | | Paleontological Monitoring Program | LF | 1053 | \$10.00 | \$10,530.00 | Yes | |
| 25 | 541690 | | Archaeological and Native American Mitigation and Curation (EOC Type I) | AL | 1 | \$7,969.00 | \$7,969.00 | Yes | |
| 26 | 541690 | | Paleontological Mitigation and Excavation (EOC Type I) | AL | 1 | \$7,969.00 | \$7,969.00 | Yes | |
| 27 | 237110 | | Development of Launching/Receiving Pits (Excluding Dewatering and Structural Shoring) | LS | 1 | \$2,250,200.00 | \$2,250,200.00 | Yes | |
| 28 | 237110 | | Installation of P-Traps at Park 12 | LS | 1 | \$27,700.00 | \$27,700.00 | Yes | |
| 29 | 238990 | | Testing, Sampling, Site Storage, and Handling of Soils containing Burn Ash Waste | CY | 20 | \$310.00 | \$6,200.00 | Yes | |
| 30 | 237310 | | Colored Stamped Concrete Raised Median | SF | 2050 | \$38.00 | \$77,900.00 | Yes | |
| 31 | | | BNSF Right of Entry Permit (EOC Type II) | AL | 1 | \$15,938.00 | \$15,938.00 | Yes | |
| 32 | | | Port of San Diego Right of Entry Permit (EOC Type II) | AL | 1 | \$15,938.00 | \$15,938.00 | Yes | |
| 33 | 541380 | | Geotechnical and Subsurface Investigation | LS | 1 | \$28,500.00 | \$28,500.00 | Yes | |
| 34 | 237110 | | Mobilization | LS | 1 | \$750,000.00 | \$750,000.00 | Yes | |
| 35 | | | Field Orders (EOC Type II) | AL | 1 | \$2,125,000.00 | \$2,125,000.00 | Yes | |
| 36 | 238990 | | Field Office Class D | LS | 1 | \$263,400.00 | \$263,400.00 | Yes | |
| 37 | 237310 | | Asphalt Pavement Repair | TON | 360 | \$600.00 | \$216,000.00 | Yes | |
| 38 | 237310 | | Rubber Polymer Modified Slurry (RPMS) Type I | SF | 86175 | \$1.05 | \$90,483.75 | Yes | |
| 39 | 237310 | | Rubber Polymer Modified Slurry (RPMS) Type II | SF | 100355 | \$1.20 | \$120,426.00 | Yes | |
| 40 | 237310 | | Rubber Polymer Modified Slurry (RPMS) Type III | SF | 14180 | \$2.70 | \$38,286.00 | Yes | |
| 41 | 237310 | | Pavement Restoration Adjacent to Trench | SF | 1445 | \$8.00 | \$11,560.00 | Yes | |
| 42 | 238910 | | Concrete Pavement (6-Inch Thick) | CY | 30 | \$626.00 | \$18,780.00 | Yes | |
| 43 | 237310 | | Historical and Contractor Date Stamps and Impressions | EA | 1 | \$348.00 | \$348.00 | Yes | |
| 44 | 237310 | | Remove and Replace Existing Sidewalk | SF | 1600 | \$43.00 | \$68,800.00 | Yes | |
| 45 | 237310 | | Additional Curb and Gutter Removal and Replacement | LF | 170 | \$58.00 | \$9,860.00 | Yes | |
| 46 | 237310 | | Median Curb and Gutter (Type B-1) | LF | 700 | \$66.00 | \$46,200.00 | Yes | |
| 47 | 237310 | | Cross Gutter | SF | 165 | \$26.00 | \$4,290.00 | Yes | |
| 48 | 237310 | | Curb Ramp (Type A) with Detectable Warning Tiles | EA | 2 | \$6,600.00 | \$13,200.00 | Yes | |
| 49 | 237310 | | Curb Ramp (Type B) with Detectable Warning Tiles | EA | 2 | \$5,900.00 | \$11,800.00 | Yes | |

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|--------|-----------|------|--|-----|-------|--------------|-----------------|----------|---------|
| 50 | 237310 | | Pervious Concrete Pavement | CY | 82 | \$1,300.00 | \$106,600.00 | Yes | |
| 51 | 237110 | | Abandon and Fill Existing Sewer Main (12-Inch) Outside of the Trench Limit | LF | 350 | \$95.00 | \$33,250.00 | Yes | |
| 52 | 237110 | | Abandon Existing Manhole Outside of the Trench Limit | EA | 6 | \$8,600.00 | \$51,600.00 | Yes | |
| 53 | 237110 | | Sewer Main (18-Inch, SDR-25) | LF | 1040 | \$1,970.00 | \$2,048,800.00 | Yes | |
| 54 | 237110 | | Sewer Main (8-Inch, SDR-35) | LF | 80 | \$630.00 | \$50,400.00 | Yes | |
| 55 | 237110 | | Sewer Main (15-Inch, SDR-35) | LF | 45 | \$830.00 | \$37,350.00 | Yes | |
| 56 | 237110 | | Sewer Main (18-Inch, SDR-35) | LF | 40 | \$1,200.00 | \$48,000.00 | Yes | |
| 57 | 237110 | | Engineered Trench Shoring (Launching/Receiving Pits) | LS | 1 | \$624,800.00 | \$624,800.00 | Yes | |
| 58 | 237110 | | Engineered Trench Shoring (Pipe Trench) | LS | 1 | \$78,100.00 | \$78,100.00 | Yes | |
| 59 | 237310 | | Temporary Resurfacing | TON | 78 | \$331.00 | \$25,818.00 | Yes | |
| 60 | 237110 | | Imported Trench Backfill | TON | 13260 | \$38.00 | \$503,880.00 | Yes | |
| 61 | 237110 | | Manhole (PVC Lined, 5 Ft x 3 Ft) | EA | 14 | \$57,800.00 | \$809,200.00 | Yes | |
| 62 | 237110 | | Manhole (PVC Lined, 8 Ft) | EA | 2 | \$103,100.00 | \$206,200.00 | Yes | |
| 63 | 237110 | | Connection to Existing Manhole and Rechanneling | EA | 2 | \$29,700.00 | \$59,400.00 | Yes | |
| 64 | 237110 | | Sewer Lateral Connection | EA | 4 | \$13,500.00 | \$54,000.00 | Yes | |
| 65 | 237110 | | Video Inspection of Pipelines and Culverts for Acceptance | LF | 4645 | \$3.00 | \$13,935.00 | Yes | |
| 66 | 237110 | | Sewer Main by Jacking Operation with Steel Casing (20-Inch SDR-26, 30-Inch Casing) | LF | 285 | \$2,932.00 | \$835,620.00 | Yes | |
| 67 | 237110 | | Sewer Main by Trenchless with Steel Casing (30-Inch SDR-32.5, 54-Inch Casing) | LF | 3165 | \$3,510.00 | \$11,109,150.00 | Yes | |
| 68 | 237310 | | Removal and Replacement of Existing Paint Striping | LS | 1 | \$20,800.00 | \$20,800.00 | Yes | |
| 69 | 237310 | | Removal and Replacement of Existing Thermoplastic Striping and Markings | LS | 1 | \$20,800.00 | \$20,800.00 | Yes | |
| 70 | 238990 | | Video Recording of Existing Conditions | LS | 1 | \$11,700.00 | \$11,700.00 | Yes | |
| 71 | 237310 | | Additional Pavement Removal and Disposal (12-Inch) | CY | 40 | \$320.00 | \$12,800.00 | Yes | |
| 72 | 237110 | | Potholing Existing Utilities Not Shown on Plans (Depth up to 7 Ft) | EA | 10 | \$2,080.00 | \$20,800.00 | Yes | |
| 73 | 237310 | | Traffic Signal Loop and Appurtenance Replacement (Type E) | EA | 9 | \$2,413.00 | \$21,717.00 | Yes | |
| 74 | 237110 | | Rehabilitate Existing Manhole | EA | 2 | \$13,914.00 | \$27,828.00 | Yes | |
| 75 | | | MTS Right of Entry Permit (EOC Type II) | AL | 1 | \$10,625.00 | \$10,625.00 | Yes | |
| 76 | 541330 | | Traffic Control and Working Drawings | LS | 1 | \$141,100.00 | \$141,100.00 | Yes | |
| 77 | 541330 | | WPCP Development | LS | 1 | \$2,434.00 | \$2,434.00 | Yes | |
| 78 | 237310 | | WPCP Implementation | LS | 1 | \$12,100.00 | \$12,100.00 | Yes | |

Line Item Subtotals

| Section Title | Line Total |
|---------------|-----------------|
| Main Bid | \$30,987,398.75 |
| Grand Total | \$30,987,398.75 |