City of San Diego

CONTRACTOR'S NAME: PK Mechanical Systems, Inc.

ADDRESS: 21355 Bundy Canyon Road, Wildomar, CA 92595

TELEPHONE NO.: 951-453-8946

E-Mail: dspin@pkmech.net

CITY CONTACT: Ronald McMinn Jr., Contract Specialist, Email: rmcminn@sandiego.gov

Phone No. (619) 533-4618
J. Lee / A. Parra / L. Ambriz

BIDDING DOCUMENTS







FOR

AC WATER AND SEWER GROUP 1023B

BID NO.:	K-23-2079-DBB-3	
SAP NO. (WBS/IO/CC):	B-19205, B-19204	
CLIENT DEPARTMENT:		
COUNCIL DISTRICT:		
PROJECT TYPE:		

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 December 1, 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:

10/12/2022

Registered Engineer

Date C 7974

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.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5 PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement (when required)	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
11.	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
12.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
13.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

- SUMMARY OF WORK: This is the City of San Diego's (City) solicitation process to acquire Construction services for AC Water and Sewer Group 1023B. 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 \$3,090,000.
- 4. BID DUE DATE AND TIME ARE: DECEMBER 1, 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**
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
 - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	8.9%
2.	ELBE participation	13.4%
3.	Total mandatory participation	22.3%

- **7.2.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - **7.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document, OR
 - **7.2.2.** Submit Good Faith Effort (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. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

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

RMcMinn@sandiego.gov

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

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

11. ADDITIVE/DEDUCTIVE ALTERNATES:

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- **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		Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05

Title	Edition	Document Number	
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications		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		PWPI060121-10	
NOTE: *Available online under Engineering Documents and References at:			
https://www.sandiego.gov/ecp/edocref/			
*Electronic updates to the Standard Drawings may also be found in the link above			

- 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 alternate items, bidder shall use the provided "Subcontractors For Alternates" form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

- **14.1.** The Award of this contract is contingent upon the Contractor's compliance with all condition's 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.
- **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 ACCCEPTED: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

- **19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- **19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- **19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- **19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check, or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.

19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5 PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:

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

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

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

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

22. THE CONTRACT:

- **22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- **22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled, and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5. The award of the Contract is contingent upon the satisfactory completion of the 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.

PROJECT: AC WATER AND SEWER GROUP 1023B; K-23-2079-DBB-3

BOND NO. 1001196988
PREMIUM: \$26,319.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

PK Mechanical Systems, Inc. ________, a corporation, as principal, and U.S. SPECIALTY 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 Two Million Six Hundred Seventy Four Thousand Two Hundred Seventy Six Dollars and Ninety Four Cents (\$2,674,276.94), for the faithful performance of the annexed contract, and in the sum of Two Million Six Hundred Seventy Four Thousand Two Hundred Seventy Six Dollars and Ninety Four Cents (\$2,674,276.94), 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
	Mara W. Elliott, City Attorney
By: Styrker Camarin	By:
Print Name: <u>Stephen Samara</u> Principal Contract Specialist Purchasing & Contracting Department	Print Name: How Warney Deputy City Attorney
Date:3/1/2023	Date: 3/1/23
PK MECHANICAL CONTRACTOR SYSTEMS, INC.	SURETY U.S. SPECIALTY INSURANCE COMPANY
ву:	By: Ma O. Latarota Attorney-In-Fact
Print Name:David Spindler, CEO	Print Name: MARK D. IATAROLA, ATTORNEY-IN-FACT
Date:JANUARY 3, 2023	Date: JANUARY 3, 2023
	2727 CAMINO DEL RIO SOUTH, SUITE 250 SAN DIEGO, CA 92108
	Local Address of Surety
	619/702-8368
	Local Phone Number of Surety PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT \$26,319.00 BASED ON FINAL CONTRACT PRICE
	Premium
	1001196988
	Bond Number

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of _____ SAN DIEGO __ before me, _____TRACY LYNN RODRIGUEZ, NOTARY PUBLIC On 1/3/2023 Here Insert Name and Title of the Officer MARK D. IATAROLA personally appeared _____ Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the TRACY LYNN RODRIGUEZ laws of the State of California that the foregoing COMM. # 2318838 paragraph is true and correct. SAN DIEGO COUNTY NOTARY PUBLIC-CALIFORNIAZ WITNESS my hand and official seal. MY COMMISSION EXPIRES JANUARY 11, 2024 Place Notary Seal and/or Stamp Above OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____ _____Number of Pages:___ Document Date: Signer(s) Other Than Named Above: ___ Capacity(ies) Claimed by Signer(s) Signer's Name: MARK D. IATAROLA Signer's Name: __ □ Corporate Officer – Title(s): ____ □ Corporate Officer – Title(s): ____ □ Partner - □ Limited □ General □ Partner - □ Limited □ General □ Individual □ Attorney in Fact □ Individual □ Attorney in Fact ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator □ Trustee

□ Other:

Signer is Representing: ___

Signer is Representing:

□ Other:

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

- 1. **SCOPE OF WORK:** Construction of AC Water, Sewer Group 1023B consists of the installation of approximately 4,810.00 linear feet of water main, 486.27 linear feet of sewer main, 114.64 linear feet of sewer main rehabilitation, water services, fire hydrants, blowoff valves, air vacuum valves, manholes, sewer laterals, curb ramps, pavement resurfacing and all other work and appurtenances in accordance with these specifications.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Plans numbered **41462-01-D** through **41462-22-D**, and Traffic Control Plans numbered **41462-T1-D** through **41462-T15-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 **290 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.

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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-23-2079-DBB-3

CONTRACT OR TASK TITLE: AC water & Sewer Group 1023B

CONTRACTOR: PK Mechanical Systems, Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to- Exceed Amount
1	Construction of AC water & sewer group 1023B consists of the installation of approximately 4810 LF of water main, 486 LF of sewer main, 115 LF of sewer rehabilitation, water services, fire hydrants, blow offs, Air/Vac valves, manholes, sewer laterals, curb ramps, pavement resurfacing and all other work and appurtenances in accordance with these specifications and drawings numbered 41462-01-D through 41462-22-D. Water portion of work valued at - \$ 2,184,871.47. Sewer portion of work valued at - \$ 489,405.47.	5/24/23	7/19/24	\$2,674,276.94
2				\$
3				\$
Contract Total			\$2,674,276.94	

Notes:

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

CITY OF SAN DIEGO	CONTRACTOR
PRINT NAME: Yoftahe Ghiliamichael	PRINT NAME: PK Mechanical Systems, Inc.
Construction Senior Engineer	
Signature: <i>Goftahe</i>	Title: CEO
Date: <u>2/15/2023</u>	Signature:
	Date: 2/1/23
PRINT NAME: Alexander Sleiman Design Senior Engineer	
Signature:	

Date: 2/15/2023

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
- 3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with

- whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.
- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

- 1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.
- 2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
- 3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
- 4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
- 5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

- 1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
- 2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego. CA 92101 with a copy to the Engineer.
- 3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
- 4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
- 5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
- 6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
- 7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.

- iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
- v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
- vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
- vii. When the City, or it's duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
- viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
- ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or it's duly authorized officer.
- c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
- 8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

You or your Subcontractors shall pay to any subcontractor, not later than 7
Calendar Days of receipt of each progress payment, unless otherwise agreed
to in writing, the respective amounts allowed you on account of the Work

performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.

2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

- 1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.

- c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- d) Current certification by the City of Los Angles as DBE, WBE, or MBE.
- e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

- 1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
- 2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
- 3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 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.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

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

B. DEFINITIONS.

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

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

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

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

C. SUBCONTRACTOR PARTICIPATION.

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

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

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

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 List of Subcontractors and AA40 Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
- e) In the event of a tie bid between a discounted Bid and a nondiscounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
- 4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

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

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

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

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

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

- 1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
 - **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - **1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

ATTACHMENT E SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

Normal Working Hours - Normal Working Hour core periods shall be 7:00 AM – 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours on Roadways are defined as 8:30 AM - 3:30 PM. Task Order Normal Working hours shall be defined in the Task or the Traffic Control Permits.

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

SECTION 2 - SCOPE OF THE WORK

- **2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:
 - 2. The City will obtain, at no cost to you, the following permits:
 - a) Caltrans Encroachment Permit

SECTION 3 - CONTROL OF THE WORK

- **SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall perform, with your own organization, Contract Work amounting to at least **50**% of the Base Bid.
- **3-8.4 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 G Rehabilitation Data Collection Sample Sewer Mains Data Template.**
 - a) Sewer Mains

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

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

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

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

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

SECTION 4 - CONTROL OF MATERIALS

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

11. You shall submit your list of proposed substitutions for an "equal" item **no**later than 5 Working Days after the Issuance of the Notice of Intent to

Award and on the City's Product Submittal Form available at:

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

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees, or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

- 3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
- 4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage, or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
- 6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

- 1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- 3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

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

5-4.2.4 Contractors Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
- 2. All costs of defense shall be outside the limits of the policy.

- 3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
- 4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
- 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.

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

- 1. For Contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract to provide proof of coverage to the City, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate in full force and effect.
- 2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- 3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.
- **5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by

A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

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 and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

- **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). However, failure to obtain the required documents prior to the work beginning shall not waive your obligation to provide them. 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.
- **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.
- 5-4.6 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 or 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.

- **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.
- **S-4.8**Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1. 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 e.g., all endorsements.
- **5-10.3 Exclusive Community Liaison Services.** To the "WHITEBOOK", ADD the following:
 - 2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

ADD:

5-10.3.2 Weekly Updates Recipients.

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

Alex Sleiman, Senior Engineer, <u>ASleiman@sandiego.gov</u> Noha Abdelmottaleb, Project Engineer, <u>NAbdelmottal@sandiego.gov</u>

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", ADD the following:
 - 3. Refer to the Sample City Invoice materials in **Appendix D Sample City with Cashflow Forecast** and use the format shown.
- **6-1.3 Work Outside Normal Working Hours.** To the "WHITEBOOK", ADD the following:
 - 4. The Contractor shall be required to work at night from 9:00 PM to 5:00 AM on Adams Avenue from Ohio Street to east of Boundary Street. Working outside normal hours and/or night shifts shall be at no additional cost to the City.

6-3 TIME OF COMPLETION. To the "WHITEBOOK", ADD the following:

1. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **44 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

ADD:

6-6.1.1 Environmental Document.

- The City of San Diego has prepared a Notice of Exemption for AC Water and Sewer Group 1023B, (AC Water & Sewer Group 1023B) WBS No. B-19204.02.06 (S), B-19205.02.06 (W), 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 unless separate bid items have been provided.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3.1 General. To the "WHITEBOOK", ADD the following:

3. The Bid item for "**Coffer Box and Cover**" shall include all work for the removal and disposal of the existing box and cover and the installation of the new as specified on the plans and contract documents, and no additional payment shall be made.

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.

SECTION 209 - PRESSURE PIPE

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

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

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

- **Payment.** To the "WHITEBOOK", item 1 and item 3, DELETE in their entirety and SUBSTITUTE with the following:
 - 1. The payment for each curb ramp shall include transition areas, landings, DWTs, AC patch, temporary resurfacing, demolition, and disposal, forming, relocating, or raising items in conflict to grade, relocating or replacing pedestrian push buttons, adjusting limit lines, protecting, and preserving existing survey monuments and improvements, and restoring pavement.
 - 2. The payment for each modified curb ramp shall include transition areas, landings, DWTs, AC patch, temporary resurfacing, demolition, and disposal, forming, relocating, or raising items in conflict to grade, protecting and preserving existing survey monuments and improvements, and restoring payement.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-1.1 High-line Phasing.

- 1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
 - a) Phase I: Suncrest Drive, Works Place, Boundary Street; Madison Avenue, Illinois Street, Alley Block 60, Walton Place, Ohio Street between Madison Ave & Walton Place
 - b) Phase II: 30th Street, Adams Avenue, Ohio Street between Adams Ave & Madison Ave
- When installing pipelines within the City's streets, for the following streets, the total time allowed for the completion of Work shall not exceed 10 Working Days per 500 feet of pipeline installation:
 - a) Adams Avenue STA. 1+00.00 to STA. 6+87.45

306-3.3.4 Payment. To the "WHITEBOOK", ADD the following:

- 12. The payment for the removal of existing fire hydrants including the piping and valve, permanent resurfacing, and all other necessary items to complete the Work shall be included in the bid item for "Remove Existing Fire Hydrant" and no additional payment shall be made.
- **General.** To the "WHITEBOOK", item 1, subsection "n", DELETE in its entirety and SUBSTITUTE with the following:
 - n) Permanent resurfacing except for Alley Block 60. The payment for permanent resurfacing for pipeline installation on Alley Block 60 shall be included in the Bid Item "Class 650-CW-4000 Concrete Pavement (6-Inch Thick)".

SECTION 402 - UTILITIES

402-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

g) Refer to **Appendix H** - **Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

SECTION 701 - CONSTRUCTION

- **701-2 PAYMENT.** To the "WHITEBOOK", item 5, subsection I, DELETE in its entirety and SUBSTITUTE with the following:
 - I) The payment for removing equipment, removing, and reinstalling, or removing and relocation equipment shall include surface restoration, pole base foundation, and wiring and shall be paid for in the following Bid items:
 - i. "Remove Existing Street Light"
 - ii. "Remove and Reinstall Traffic Signs"
 - iii. "Remove and Reinstall Existing Post Top Street Light Pole"
 - iv. "Remove and Reinstall Existing Light Pole"
 - v. "Remove and Relocate Existing Identification Sign and Post"
 - vi. "Relocate/Replace Pedestrian Push Button"
 - vii. "Relocate Existing Push Button and Head"

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both,	Recorder/County Clerk	FROM:	City of San Diego	
	P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260		Public Works Department 525 B Street, Suite 750, MS 908A	
	San Diego, CA 92101-2400		San Diego, CA 92101	
	Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814			
Project Name	: AC Water & Sewer Group 1023B	WBS	No.: B-19204.02.06 (S), B-19205.02.06 (W)	
Project Location-Specific: The project is located within City right-of-way on the following streets: Suncrest Drive, Works Place, 30 th Street, Boundary Street, Adams Avenue, Ohio Street, Illinois Street, Walton Place, and the alley between Ohio Street and Illinois Street. The project is within the North Park Community Planning Area (Council District 3).				
Project Locati	ion-City/County: San Diego/San Diego			
and installation trench alignment trenches and in mains within the laterals, cleans	f nature and purpose of the Project: To of approximately 4,721 linear feet (LF) cents; and installation and rehab of approximately trench alignments. The project will ne public right of way, and provide the foots, manholes, water meters, water servicely seal and street resurfacing.	of water main, b ximately 600 LF Il also abandon Ilowing improve	oth within existing trenches and in new of sewer main, both within existing approximately 1,472 LF of existing water ments: installation of curb ramps,	
Name of Publ	ic Agency Approving Project: City of Sa	in Diego		
Name of Pers 92101, (619) 53		Natalie de Freita:	s, 525 B Street, Suite 750, San Diego, CA	
() Declare () Emerge	: (CHECK ONE) erial (Sec. 21080(b)(1); 15268); ed Emergency (Sec. 21080(b)(3); 15269(a) ency Project (Sec. 21080(b)(4); 15269 (b)(c rical Exemption: Section 15302 (c) [Repla	E))	onstruction], 15303 (d) [New	

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15302 (c) [Replacement or Reconstruction], which allows for the replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity, Section 15303 (d) [New Construction], which allows for construction of new small facilities, including water main, sewage, and other utility extensions, including street improvements, of reasonable length to serve such construction (i.e., installation of new manholes, water services, valves, pedestrian ramps, etc.), Section 15304 (f) [Minor Alterations to Land], which allows for minor public alterations in the condition of land including minor trenching and backfilling where the surface is restored; and where the exceptions listed in Section 15300.2 would not apply.

()

Statutory Exemptions:

Construction], and 15304 (f) [Minor Alterations to Land]

Lead Agency Contact Person: Natalie de Freitas

Telephone: (619) 533-4632

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

8/28/19

Date

Check One:

(X) Signed By Lead Agency

() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **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.)

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

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

4. **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.

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

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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SUBJECT		EFFECTIVE DATE
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FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
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- 2. Construction and maintenance related activities (see Tab 2).
- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
- c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
- d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
- e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
- f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
- g. After the fees have been paid and an account has been created, the

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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**

- 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. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

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

8. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 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 (EXHIBIT A) **Hydrant Meter**

Application Date

(For Office Use Only)

NS REQ	FAC#	
DATE	BY	

Requested Install Date:

NS REQ	FAC#	
DATE	ВУ	

METER SHOP (619) 527-7449

Meter Information		Application Date	Requ	iested Instal	l Date:
Fire Hydrant Location: (Attach Detailed Map//Thomas Bro	s. Map Location or Cons	struction drawing.) <u>Zip:</u>	<u>T.B.</u>		G.B. (CITY USE)
Specific Use of Water:					
Any Return to Sewer or Storm Drain, If so , explain:					
Estimated Duration of Meter Use:			Chec	k Box if Recla	aimed Water
Company Information					
Company Name:					
Mailing Address:		And the second s			
City: Sta	ate:	Zip:	Phone: ()	
*Business license#	*Con	tractor license#	1		
A Copy of the Contractor's license OR Busine	ess License is requ	ired at the time of	meter issu	ance.	70.1
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ()	
Site Contact Name and Title:			Phone: ()	
Responsible Party Name:			Title:		2
Cal ID#	Cal ID#				
Signature:	D	ate:	-		·4·
Guarantees Payment of all Charges Resulting from the use of this	Meter. <u>Insures that employ</u>	yees of this Organization ur	nderstand the pr	oper use of Fir	e Hydrant Meter
*	5 A				
Fire Hydrant Meter Removal Rec		Requested Rer	naval Data		
Provide Current Meter Location if Different from Above:	<u> </u>	Nequested Ker	moval Date:	·	
		,			r I
Signature:	*	Title:		Date:	
Phone: ()	Pager:	()			8 AC 8
	-				
City Meter Private Meter					
Contract Acct #:	Deposit Amount	\$ 936.00	ees Amount:	\$ 62.0	00
Meter Serial #	Meter Size:	05	Meter Make a	and Style:	6-7
Backflow #	Backflow Size:		Backflow Make and Sty	la:	
Name:	Signature:			Date:	- 24

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:	
ends in 60 days and will be removed on additional 90 days must be submitted in	or after (Date Authorization Expires). Extension requests for an writing for consideration 30 days prior to the discontinuation contact the Water Department, or mail your request for an
	City of San Diego Water Department Attention: Meter Services 2797 Caminito Chollas San Diego, CA 92105-5097
Should you have any questions regarding	g this matter, please call the Fire Hydrant Hotline at (619)
Sincerely,	
Water Department	

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

Contractor's Name:

Contractor's Address:

Invoice No.

Invoice Date:

Contact Name:

\$

This Estimate Previous Totals To Date Totals to Date Item Description Contract Authorization Item # Unit % / QTY Price Qty Extension Amount % / QTV Amount Amount 0.00 \$ 1 \$ 2 \$ \$ 0.00% \$ \$ 0.00% 3 _ \$ \$ 0.00% 4 \$ 0.00% 5 0.00% 6 \$ \$ 0.00% 8 \$ \$ \$ 0.00% \$ 0.00% 5 0.00% 6 \$ \$ \$ 0.00% \$ 8 \$ \$ \$ 0.00% 9 \$ \$ 0.00% \$ 0.00% 10 \$ \$ 11 \$ \$ 0.00% \$ \$ 0.00% 12 \$ 13 \$ \$ 0.00% 14 \$ \$ 0.00% --0.00% 15 \$ \$ \$ 0.00% 16 \$ _ -**Field Orders** \$ \$ 0.00% \$ \$ 0.00% CHANGE ORDER No. \$ 0.00% \$ 0.00% \$ \$

Construction Engineer

A. Original Contract Amount B. Approved Change Order #00 Thru #00 C. Total Authorized Amount (A+B) D. Total Billed to Date E. Less Total Retention (5% of D) F. Less Total Previous Payments - I certify that the materials have been received by me in the quality and quantity specified - Resident Engineer

\$0.00

Total Authorized Amount (including approved Change Order)

Retention and/or Escrow Payment Schedule	
Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	
II.	

Contractor Signature and Date: _____

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

Total Billed

Billing Period: (To)

SUMMARY

G. Payment Due Less Retention

H. Remaining Authorized Amount

RE Phone#:

Fax#:

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												

APPENDIX E

LOCATION MAP



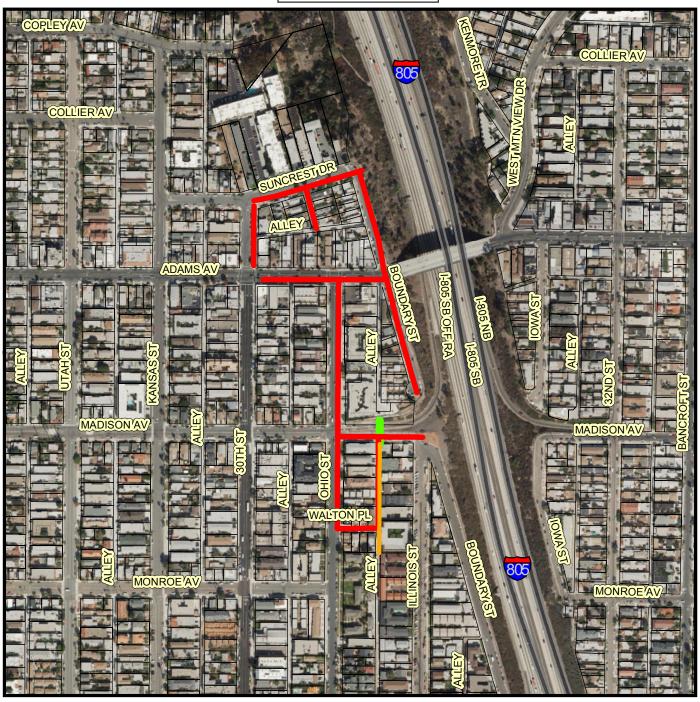
AC WATER AND SEWER GROUP 1023B

DESIGN SENIOR ENGINEER ALEX SLEIMAN (619) 533-7588 DESIGN PROJECT MANAGER ALEX SLEIMAN

(619) 533-7588

DESIGN PROJECT ENGINEER JONATHAN LEE (619) 533-5488

LOCATION MAP



Legend

Sewer Main To Be Rehab Group 1023B

AC Water & Sewer Group 1023B(S)

AC Water & Sewer Group 1023B(W)

Council District: 3

RIGHT-OF-WAY DIVISION

W E

No Scale

Community Name: Greater North Park

Date: 6/7/2019

t Path: S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Water & Sewer Projects\AC Water Projects\AC Water and Sewer Group 1023\CIP Tracking\Location Maps\Predesign Location Map 10f2 (7-11-2016).mxx

AC WATER AND SEWER GROUP 1023B S Bid No. K-23-2079-DBB-3

APPENDIX F

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

	Project Name:				WBS	S No.:			Watersl	hed No.	
Qualified P	erson Conducting Tests:		signa	ature	e						
BMPs MUST BE IN PL	ACE PRIOR TO ANY S	CHARGE		By signing, I certify that all of the statements and conditions for drinking water discharge events are correct							
				nt #1							
Discharge Location ¹	Catergory ²	Notification ³	BMPs in Place ⁴	Volume ⁵	Sampling ⁶		(take samples at 10 mins, 50-60 mins & last 10 mins)		Exceedence ⁷		Notes
21001111120 200111011	(Select one)	(Select all that apply)	(Select all that apply)	(gal)	Measure	Unit	Time Result		Limit No Yes		Report exceedence to RE & complete page 2 of 2
Inlet Location	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance		
Start	Large Volume (≥ 325,850 gal)	PUD (All Categories)	Dechlorination (diffusers, chemicals, etc.)	Reused (if any)					20 NTU=		-
Date: Time:	Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection Erosion Controls		Turbidity N				Exceedance 225 NTU= Exceedance for Ocean		-
<u>End</u> Date:	Small Volume/Other (No Sampling Required)	County (≥100,000 gal & within ¼	Sediment Controls		рН	Unit			Range		-
Time:		mile of ocean/bay; or if enters the County's MS4)							6.5 to 8.5		
			Eve	nt #2							
Discharge Location ¹	Catergory ²	Notification ³	BMPs in Place ⁴	Volume ⁵	Sampling ⁶		(take samples at 10 mins, 50-60 mins & last 10 mins)		Exceedence ⁷		Notes
3	(Select one)	(Select all that apply)	(Select all that apply)	(gal)	Measure	Unit	Time	Result	Limit	No Ye	Report exceedence to RE & complete page 2 of 2
Inlet Location	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance		
<u>Start</u>	Large Volume (≥ 325,850 gal)	PUD (All Categories)	Dechlorination (diffusers, chemicals, etc.)	Reused (if any)					20 NTU= Exceedance		-
Date: Time:	Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection		Turbidity	NTU			225 NTU= Exceedance for]
End	Small Volume/Other	County	Erosion Controls Sediment Controls						Ocean	\vdash	┨
Date: Time:	(No Sampling Required)	(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)			рН	Unit			Range 6.5 to 8.5		

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

PAGE 1 OF 2

Receiving Water Monitoring

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

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

Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- **3)** Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

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

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

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

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

 index 20 memored net to extend per the renorming table.								
Measure	Method	Limit						
Chlorine	Field Measure	0.10 mg/L-Cl						
		20 NTU for inland waters						
Turbidity	Visual Estimate	225 NTU for ocean						
		100 NTU for wells						
рН	Field Meausre	6.5 - 8.5						

APPENDIX G

REHABILITATION DATA COLLECTION - SAMPLE SEWER MAINS DATA TEMPLATE

REHAB DATA COLLECTION - SEWER MAINS

FSN	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
65112	8/22/2006	312	8	7	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006
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APPENDIX H

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

A. Endpoints, see Photo 1:

Photo 1

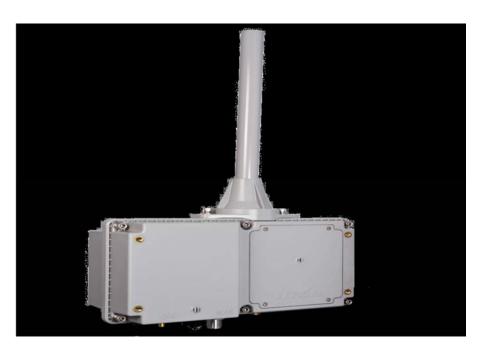


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

Photo 5

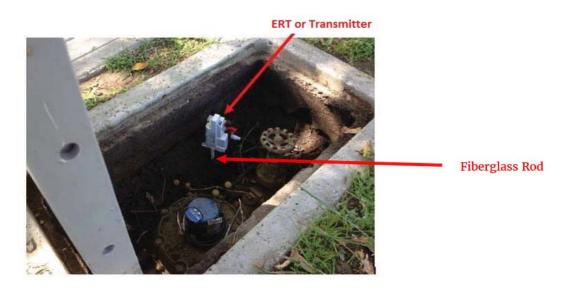


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9



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

APPENDIX I

CALTRANS PERMIT

For Joy J. Lee, P.E., District Permit Engineer ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, FM 91 1436 TTY 771, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

AC WATER AND SEWER GROUP 1023B

William O. Vivar

Permittee's Contractor

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A pre-construction meeting with the State's Inspector is required prior to start of any work under this permit. Failure to do so may result in permit cancellation and resubmittal may be required.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications and Encroachment Permit General Provisions (TR-0045) for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

Permittee's Contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$3,080.00 is required at the time of application. Also, your contractor must submit proof of bonds and insurance.

Notwithstanding General Provision 24, the Permittee's Contractor's bonds shall remain in full force through completion of the work and acceptance by the Department. Upon fulfillment of all obligations under this permit the Department will notify the Permittee when the Permittee's Contractor's bonds may be released.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

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All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Encroachment Permit Underground Utility Special Provisions dated April, 2018.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing traffic lanes and shoulders in accordance with attached Caltrans 2018 Standard Plan T9, T11, T14 and the attached TRAFFIC CONTROL PLANS, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 Revision 6 edition, Section 12 "Temporary Traffic Control" of the current Caltrans Standard Specifications, and these Special Provisions.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When existing pedestrian facilities are disrupted, closed, or relocated in a Temporary Traffic Control zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility as determined by the State's Inspector. Where pedestrians with visual disabilities normally use the closed sidewalk, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Storm Water Special Provisions for Minimal or No Impact dated May, 2018.

The provisions in this section will not relieve the Permittee from his responsibility to provide additional devices or take such measures as may be necessary for the safety of traffic and the public to comply with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

- AUTHORITY: The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
- **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations. franchise holders. and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
- ASSIGNMENT: This encroachment permit allows only the Permittee or Permittee's authorized agent to work within or encroach upon the State Highway System, and the Permittee may not assign this permit.
- **ACCEPTANCE** OF **PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State Highway System.
- 6. BEGINNING OF WORK: When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
- 7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

- Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.
- Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
- 8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative.
- 9. INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
- 10. PERMIT AT WORKSITE: Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
- 11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
- 12. PERMITS **FROM OTHER AGENCIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California **Public** Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest

- crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, Public Safety, of the Department's Standard Specifications.
- Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity. Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable

14. PUBLIC TRAFFIC CONTROL: As required by law, the

- Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed.
- 16. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
- 17. CARE OF DRAINAGE: Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
- 18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY: Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- 19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. COST OF WORK: Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.

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

Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:

- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
- b) The local public agency Permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
- 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

26. ENVIRONMENTAL:

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

to the Department's representative regarding the continuance of work.

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

- 27. PREVAILING WAGES: Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. LIABILITY, DEFENSE, AND INDEMNITY: The Permittee agrees to indemnify and save harmless the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty

of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

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

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

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

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

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

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon

issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

- 29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:
 - a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
 - No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
 - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
 - b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE OF HIGHWAYS: By accepting this encroachment permit, the Permittee agrees to properly maintain any encroachment. This assurance requires the Permittee to provide inspection and repair any damage, at Permittee's expense, to State facilities resulting from the encroachment.

- 32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees. agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued. The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)
 - The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
- 33. PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY: State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
- 34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
- 35. LANE CLOSURE REQUEST SUBMITTALS **AND NOTIFICATION OF CLOSURES** TO THE **DEPARTMENT:** Attention is directed to Section 12-4.02A(3) Submittals, of the Department's Standard Specifications, for lane closure requests submittals requirements and schedules. The Permittee must notify the Department's representative and the Traffic Management Center (TMC) before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The Permittee, upon notification by the Department's representative, must immediately suspend all lane

- closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code section 4216 et. seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the regional notification center at least forty-eight (48) hours before performing any excavation work within the State highway right-of-way.
- 38. **COMPLIANCE** WITH **AMERICANS** THE WITH DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seg.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.
 - Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."
- 39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
 - a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
 - b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
 - In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
 - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

-	Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL
	1_0	Etipa.	Ferenz		FESS (a	
	REG	ISTERED (IVIL ENGI	13	FESS ION	121
		May 31,		(10) (No	0 Ferou 080402	
	OR AG	ENTS SHALL	IFORNIA OR IT. NOT BE RESPO COMPLETENESS AM SHEÉT.	S OFFICERS	3-31-19 CIVI F CA FOR	/ 4//

TABLE 1

	TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING														
			PER LENGT		MAXIMUM CHANNELIZING DEVICE SPACING										
SPEED				х	Y	z **									
(S)	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	TAPER	TANGENT	CONFLICT								
mph	ft	ft	ft	ft	ft	ft	ft								
20	160	80	40	27	20	40	10								
25	250	125	63	42	25	50	12								
30	360	180	90	60	30	60	15								
35	490	245	123	82	35	70	17								
40	640	320	160	107	40	80	20								
45	1080	540	270	180	45	90	22								
50	1200	600	300	200	50	100	25								
55	1320	660	330	220	50	100	25								
60	1440	720	360	240	50	100	25								
65	1560	780	390	260	_ 50	100	25								
70	1680	840	420	280	50	100	25								
75	1800	900	450	300	50	100	25								

* - For other offsets, use the following merging taper length formula for L: For speed of 40 mph or less, $L = WS^2/60$ For speed of 45 mph or more, L = WS

Where: L = Toper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING												
		DOW	NGRADE Min I) ***								
SPEED *	Min D**	-3%	-6%	-9%								
mph	f†	f†	ft	ft								
20	115	116	120	126								
25	155	158	165	173								
- 30	200	205	215	227								
35	250	257	271	287								
40	305	315	333	354								
45	360	378	400	427								
50	425	446	474	507								
55	495	520	553	593								
60	570	598	638	686								
65	645	682	728	785								
70	730	771	825	891								
75	820	866	927	1003								

- * Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph
- ** Longitudinal buffer space or flagger station spacing
- *** Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 3

ADVANCE WARNING SIG	SN SPAC	ING	•									
DISTANCE BETWEEN SIGNS*												
ROAD TYPE	Α	В	С									
	ft	ft	ft									
URBAN - 25 mph OR LESS	100	100	100									
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250									
URBAN - MORE THAN 40 mph	350	350	350									
RURAL	500	500	500									
EXPRESSWAY / FREEWAY	1000	1500	2640									

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommmended distances.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

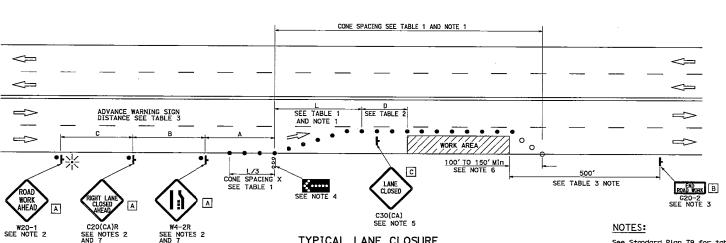
NO SCALE

T9

NOTES:

or on a horizontal curve.





TYPICAL LANE CLOSURE

Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area.

Median lane closures shall conform to the details shown except that C20(CA)L and W4-2L signs shall be used.

6. Length may be reduced by the Engineer to address site conditions.

For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.

NOTES:

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless $X,\,Y,\,$ or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices $\hat{\textbf{p}}$

LEGEND

SIGN PANEL SIZE (Min)

TRAFFIC CONE

- A 48" × 48"
- TRAFFIC CONE (OPTIONAL TAPER)
- B 36" x 18" C 30" × 30"
- TEMPORARY TRAFFIC CONTROL SIGN

FLASHING ARROW SIGN (FAS)

000

FAS SUPPORT OR TRAILER

PORTABLE FLASHING BEACON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON **MULTILANE CONVENTIONAL** HIGHWAYS

NO SCALE

T11

018

STAND

ARD

PLAN

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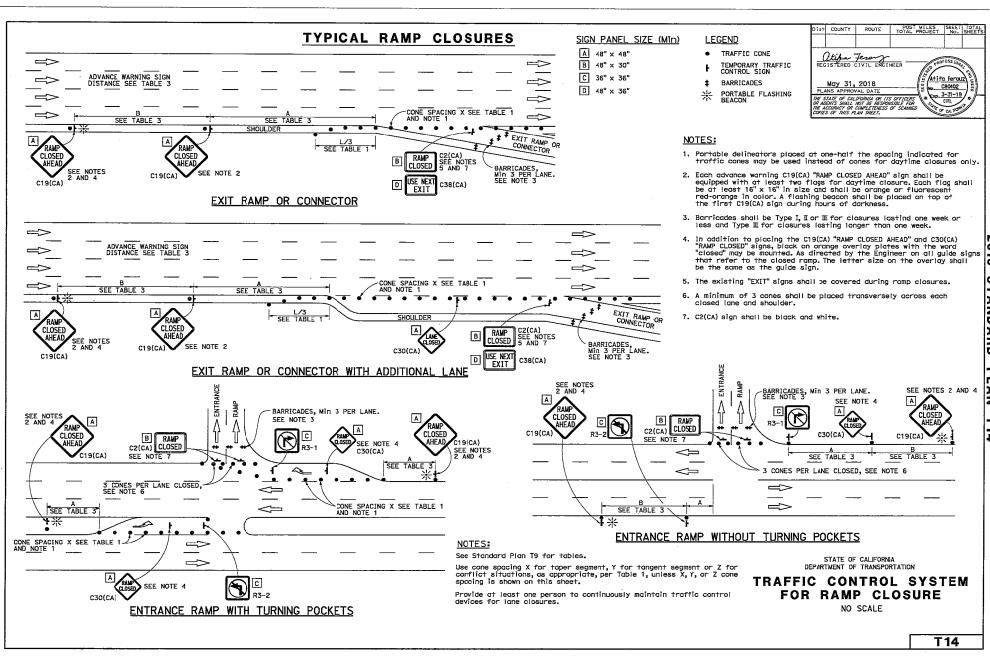
Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime

Each advance warning sign shall be equipped with at least two flags for dayfime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color.

A C20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.

Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.

4. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lone closures shall not begin at the top of crest vertical curve



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		R	oad	l L			rt i equ		. 1 me	nt]	Ho	urs												
County: SD		Di	rec				- W							PM	[:									
Closure Limits: At Rte. 805																								
FROM HOUR TO HOUR 2	24	1	2	3	4	5	6	7	8	9	10]	11	12	13]	4	15 1	6 1	7]	18 1	9 2	20 2	1 2	2 2	3 24
Mondays through Thursdays	1	1	1	1	1																	1	1	1
Fridays	1	1	1	1	1	T		T																П
Saturdays																								
Sundays																						1	1	1
Legend: 1 Provide at least one through tr Work permitted within project REMARKS:				-									clos	sure	is	not	rec	quii	red.					

Permit # 0677-(11-22-NUS)-Chart-(1)-SPSALEM-06-21-2022

Chart No. 2 Complete Ramp Lane Hours																					
County: SD	County: SD Route/Direction: 805 / SB PM: 16.973																				
Closure Limits: SB 805 Exit ramp to Madison Ave.																					
FROM HOUR TO HOUR 24 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24																					
Mondays through Thursdays	С	C	C	С	С														C	C	C
Fridays	С	С	С	С	С																П
Saturdays																					П
Sundays															T	T			С	С	С
Legend: C Ramp may be closed completely. Work is allowed within the highway where a shoulder or lane closure is not required.																					
REMARKS: NOTE: When an Off-ramp is closed completely, place a PCMS (Portable Changeable Message Sign) in the direction of travel allowing the traffic the option to use the preceding Off-ramp and warning them of the ramp closure ahead.																					

Permit # 0677-(11-22-NUS)-Chart-(1)-SPSALEM-06-21-2022

UTILITY UNDERGROUND PROVISIONS (UG)

TR - 0163 (Rev. 04/2018)

In addition to the attached General Provisions (TR-0045), the following special provisions are also applicable:

High priority utilities, pressurized facilities, pipes or ducts 6" or larger in diameter, or placement of multiple pipes or ducts, regardless of diameters are required to be encased on both conventional and access-controlled highway rights-of-way.

A "High Priority Utility" is defined as: 1) a natural gas pipeline greater than 6" in diameter, or with normal operating pressures greater than 60 psig, 2) petroleum pipelines, 3) pressurized sanitary sewer pipelines, 4) high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60 kV, or 5) hazardous materials pipelines that are potentially harmful to workers or the public if damaged.

An exception to this policy may be allowed on a case by case basis for the installation of Uncased High-Pressure Natural Gas Pipelines when in compliance with the TR-0158 Special Provisions.

The pavement or roadway must not be open-cut unless specifically allowed under a separate "UT" permit. Utility installations must not be installed inside of culverts or drainage structures.

For additional details regarding longitudinal utility encroachments on both conventional and access-controlled highway rights-of-way, see Chapter 600.

UG 1. CASINGS: Casings must be steel conduit with a minimum inside diameter sufficiently larger than the outside diameter of the pipe or ducts to accommodate placement and removal. The casing can be either new or used steel pipe, or an approved connector system. Used pipe must be pre-approved by the Department's engineer or representative before installation.

When the method of Horizontal Directional Drilling (HDD) is used to place casing, the use of High Density Polyethylene Pipe (HDPE) as casing is acceptable.

Reinforced Concrete Pipe (RCP) in compliance of State Standard Specifications is an acceptable carrier for storm drain gravity flow or non-pressure flow. RCP when installed by Bore & Jack must have rubber gaskets at the joints, and holes for grouting of voids left by jacking operations, see "E" below.

A. Minimum wall thickness for steel pipe casing for different lengths and diameters of pipes are as follows:

Minimum Wall Thickness

Casing Pipe	Up to 150 ft	Over 150 ft
(Diameter)	(Length)	(Length)
6" to 28"	1/4"	1/4"
30" to 38"	3/8"	1/2"
40" to 60"	1/2"	3/4"
62" to 72"	3/4"	3/4"

B. Spiral welded casing is authorized provided the casing is new and the weld is smooth.

- C. The ends of the casing must be plugged with ungrouted bricks or other suitable material approved by the Department's representative.
- D. When required by the Department's representative, the permittee must at his expense, pressure grout the area between the pavement and the casing from within the casing in order to fill any voids caused by the work covered under this permit. The increments for grout holes inside the pipe must be 8' staggered and located 22-1/2 degrees from vertical axis of the casing. Pressure must not exceed 5 psig for a duration sufficient to fill all voids.
- E. There is a spacing requirement when placement of multiple encasements is requested. The distance between multiple encasements must be the greater of either 24" or twice that of the diameter of the larger pipe being installed.
- F. Casings placed within access controlled highway rights-of-way must extend to the right-of-way lines.
- G. Wing cutters, if used, must be a maximum of 1" larger than the casing. Voids caused by the use of wing cutters must be grouted in accordance with "E" above.
- H. A band welded to the leading edge of the casing must be placed square to the alignment. The band must not be placed on the bottom edge. Flaring the lead section on bores over 100' must not be permitted.

ENCROACHMENT PERMIT SPECIAL PROVISIONS

- I. All casing lengths must equal to the auger length.
- J. The casings within conventional highways must extend 5' beyond the back of curb or edge of pavement, or to the right of way line if less. Where PCC cross-gutter exists, the casing must extend at least 5' beyond the back of the cross-gutter, or to the right of way line if less.

Bore and receiving pits must:

- A. be located at least 10' or more from the edge of pavement on conventional highways in rural areas.
- B. be located 5' behind the concrete curb or AC dike on conventional highways in urban areas.
- C. be located 5' outside the toe of slope of embankment areas.
- D. be located outside access controlled highway rights-of-way.
- E. be adequately fenced and/or have a Type-K barrier placed around them.
- F. be adequately shored in accordance with Cal-OSHA requirements. Shoring for jacking and receiving pits located within 15' of traffic lanes on a State highway must not extend more than 36" above the pavement grade unless otherwise authorized by Department's representative. Reflectors must be affixed to the shoring on the sides facing traffic. A 6' chain link fence must be installed around the perimeter of the pits during non-working hours.
- G. have crushed-rock and sump areas to clear groundwater and water used to clean the casing. Where ground water is found and pumping is required, the pits must be lined with filter fabric.

UG 2. HORIZONTAL DIRECTIONAL DRILLING: Bore and receiving pits

When HDD is the approved method for pipe installation, drilling plans must contain information listed as follows:

- 1. Location of: entry and exit point, access pit, equipment, and pipe staging area.
- 2. Proposed drill path alignment (horizontal and vertical).
- 3. Location and clearances of all other facilities
- 4. Depth of cover.
- 5. Soil analysis.*
- 6. Carrier pipe length, diameter, thickness, and material (HDPE/steel) and ream pipe diameter.

- 7. Detailed carrier pipe calculations confirming ability to withstand installation loads and long-term operational loads including H20.
- 8. Proposed drilling fluid composition, viscosity, and density (based on soils analysis).
- 9. Drilling fluid pumping capacity, pressures, and flow rates
- 10. State right-of-way lines, property, and utility right of way or easement lines.
- 11. Elevations.
- 12. Type of tracking method/system and accuracy used.
- 13. A detailed plan for monitoring ground surface movement (settlement or heave) resulting from the drilling operation.
- * May be waived by the District Permit Engineer for HDD jobs less than 6" in diameter and a traverse crossing less than 150'.
- **UG 3. LIMIT OF EXCAVATION:** No excavation is allowed within 10' from the edge of pavement except in curbed urban areas or as specified in the permit. Where no curb exists and excavations within 10' of the traveled way are to remain open, a temporary Type-K railing must be placed at a 10:1 taper or as otherwise directed by the Department.
- **UG 4. TUNNELING:** Review, requirements of Section 603.6A-6 of the Encroachment Permits Manual, if applicable. In addition to the requirements of "**UG1**" the following requirements apply:
 - A. For the purpose of this provision, a tunnel is defined as any pipe, 30" or larger in diameter placed.
 - B. When tunneling is authorized, the permittee must provide full-time inspection of tunneling operations. The Department's representative must monitor projects.
 - C. A survey grid must be set and appropriately checked over the centerline of the pipe jacking or tunneling operation. Copies of the survey notes must be submitted to the Department's representative.
 - D. Sand shields may be required as ground conditions change
 - E. The method used to check the grade and alignment must be approved by the Department's representative.
 - F. Pressure grouting for liner plates, rib and spiling, or rib and lagging tunnels must be at every 8' section or at the end of work shift before the next section is excavated. All grouting must be completed at the end of each workday.
 - G. A method for securing the headway at the end of each workday is required. Breastplates must be

ENCROACHMENT PERMIT SPECIAL PROVISIONS

installed during working hours for running sand or super-saturated soil.

UG 5. CLEARANCE AND OFFSET REQUIREMENTS: All installations must comply with Chapter 17, Article 4 of the Project Delivery Procedures Manual (PDPM) for utility clearance and offset requirements.

UG 6. FACILITIES EXEMPT FROM THE HIGH PRIORITY UTILITY REQUIREMENTS: The

following utilities (not including State owned utilities) are exempt from these policies and do not need to be plotted on the plans unless the depiction of the utility is needed for interconnectivity with the proposed work:

- Natural gas service lines less than 2 inches in pipe diameter that have normal operating pressures of 60 psig or less
- Subsurface electrical service connections with a potential to ground of 50 volts or less
- Service connections (laterals) for water, sewer, telephone, telecommunication, and cable service

All State owned utilities must be plotted on the plans.

- **UG 7. DETECTOR STRIP:** A continuous metallic detector strip must be provided with non-metallic main installations. Service connections must be installed at right angles to the centerline of the State highway where possible.
- **UG 8. BACKFILLING:** All backfilling must conform to the applicable sections of the Department's Standard Specifications. Ponding or jetting methods of backfilling are prohibited.

Any required compaction tests must be performed by a certified laboratory at no cost to the Department and the laboratory report furnished to the Department's representative.

UG 9. ROADWAY SURFACING AND BASE MATERIALS: When the permit authorizes installation by the open cut method, surfacing and base materials and thickness thereof must be as specified in the permit.

Temporary repairs to pavements must be made and maintained upon completion of backfill until permanent repairs are made. Permanent repairs to pavements must be made within thirty (30) days of completion of backfill unless otherwise specified by the Department. Temporary pavement patches must be placed and maintained in a smooth riding plane free of humps and/or depressions.

UG 10. DAMAGE TO TREE ROOTS: Tree roots 3" or larger in diameter will not be cut within the tree drip

line when trenching or other underground work is necessary adjacent to roadside trees. If such roots are encountered, they must be tunneled under, wrapped in burlap and kept moist until the trench is backfilled. Trenching machines may not be used under trees if the trunk or limbs will be damaged by their use.

If the trees involved are close together and of such size that it is impractical to protect all roots over 3" in diameter, or when roots are less than 4" in diameter, outside tree drip line, special arrangements may be made whereby pruning of the tree tops to balance the root loss can be done by the permittee under the close supervision of the District Landscape Specialist or District Tree Maintenance Supervisor. Manholes must not be installed within 20' of any trunk.

- **UG 11. PIPES ALONG ROADWAY:** Pipes and conduits paralleling the pavement must be located as shown on the plans or located outside of pavement as close as possible to the right-of-way line.
- **UG 12. BORROW AND WASTE:** Borrow and waste will be allowed within the work limits only as specified in the permit.
- **UG 13. MARKERS:** The permittee must not place any markers that create a safety hazard for the traveling public or departmental employees.
- **UG 14. CATHODIC PROTECTION:** The permittee must perform stray current interference tests on underground utilities under cathodic protection. The permittee must notify the Department prior to the tests. The permittee must perform any necessary corrective measures and advise the Department.
- UG 15. DELETED. Provision left blank intentionally

UG 16. INSTALLATION BY OPEN CUT

METHOD: When the permit authorizes installation by the open cut method no more than one lane of the highway pavement must be open-cut at any one time. Any exceptions must be in writing by the Department's representative. After the pipe is placed in the open section, the trench is to be backfilled in accordance with specifications, temporary repairs made to the surfacing and that portion opened to traffic before the pavement is cut for the next section.

If, at the end of the working day, backfilling operations have not been properly completed, steel plate bridging must be required to make the entire highway facility available to the traveling public in accordance with the "Steel Plate Bridging Special Provisions" (TR-0157)

ENCROACHMENT PERMIT SPECIAL PROVISIONS

UG 17. PAVEMENT REMOVAL: PCC pavement to be removed must be saw cut at a minimum depth of 4" to provide a neat and straight pavement break along both sides of the trench. AC pavement must be saw cut to the full depth.

Where the edge of the trench is within 2' of existing curb and gutter or pavement edge, the asphalt concrete pavement between the trench and the curb or pavement edge must be removed.

UG 18. DELETED. Provision left blank intentionally.*

UG 19. SIDES OF OPEN-CUT TRENCHES: Sides of open cut trenches in paved areas must be kept as nearly vertical as possible. Trenches must not be more the 2' wider than the outside diameter of the pipe to be laid therein, plus the necessary width to accommodate shoring.

UG 20. EXCAVATION UNDER FACILITIES:

Where it is necessary to excavate under existing curb and gutter, or underground facilities, the void must be backfilled with two (2) sack cement-sand slurry.

UG 21. PERMANENT REPAIRS TO PCC PAVEMENT: Repairs to PCC pavement must be made of Portland Cement Concrete containing a minimum of 658 lbs. or 7 sack of cement per cubic yard. Replaced PCC

pavement must equal existing pavement thickness. The concrete must be satisfactorily cured and protected from disturbance for not less than forty-eight (48) hours. Where necessary to open the area to traffic, no more than two (2%) percent by weight of calcium chloride may be added to the mix and the road opened to traffic after six (6) hours.

UG 22. REMOVAL OF PCC SIDEWALKS OR

CURBS: Concrete sidewalks or curbs must be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing sidewalk or curb.

UG 23. SPOILS: No earth or construction materials are to be dragged or scraped across the highway pavement, and no excavated earth placed or allowed to remain at a location where it may be tracked onto the highway traveled way, or any public or private approach by the permittee's construction equipment, or by traffic entering or leaving the highway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach must be immediately removed by the permittee.

*NOTE: Special Provision was deleted since it is already part of the EP General Provisions (TR-0045)

STORMWATER SPECIAL PROVIONS FOR MINIMAL OR NO IMPACT (SWSP)

TR-0400 (Rev 05/2018)

- 1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
- **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order No. 2012-0011-DWQ, NPDES No CAS000003) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (Order No. 2009-0009-DWO, NPDES No. CAS000002) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (Order No. R6T-2016-0010, NPDES No CAG616002). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

 $\underline{http://www.waterboards.ca.gov/water_issues/programs/stormwater}$

- RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
- SPOILS AND RESIDUE: The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.
- SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job

- site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.
- Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
- **6. VEHICLES AND EQUIPMENT:** Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
- MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
- 8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
- DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
- **10. WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.
- **11. WIND EROSION PROTECTION**: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.
- HOT MIX ASPHALT: Runoff from washing hot mix asphalt must not enter into any drainage conveyances.
- 13. PROTECTION OF DRAINAGE FACILITIES: The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
- 14. PAINT: Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of

- the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.
- 15. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.
- 16. CONCRETE EQUIPMENT: Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
- 17. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
- 18. SOIL DISTURBANCE: Soil disturbing activities must be avoided during the wet weather season. I f construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.
- 19. SLOPE STABILIZATION AND SEDIMENT CONTROL:

 Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
- 20. STOCKPILES: Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.
- 21. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
- 22. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when

- using an on-site disposal system.
- 23. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.
- 24. WATER CONTROL AND CONSERVATION: Manage water use in a w ay that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.
- **25. PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.
- 26. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

AC WATER AND SEWER GROUP 1023B

CONTRACTOR'S RESPONSIBILITIES

- I. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INDURY DESTRICTATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER)
- 3. LOCATE AND RECONNECT ALL SEWER LATERALS, LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPAR MAY, 2791 CANNEC CHOLLAS, LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- 4. EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- 5. CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- 7. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 9. UNESS OTHERWISK NOTED AS PREVIOUSLY POTHUGED OPIN, ELEVATIONS SHOWN ON THE PROPLE FOR ENSTING UTILITIES AND BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION DULY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE, FIRE CITY DOES NOT CURRANTEE THAT IT HAS PREVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FEED IN ACCORDANCE WITH THE SPECIFICATIONS SECTION ACCOUNTING.
- I. ALL ADVANCE METERING INFRASTRUCTURE (AMD DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFMS, OR VAULTS SHALL BE PROTECTED AT ALL THMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- IN PROVIDE A CORROSON PREVENTATIVE COATNO ON ALL BURBED DUTTLE FRON PIPE AND FITTING NUCLUMPS, ALL BRONDS, TEES, CONSESS, FLEX COUPLINGS, FLANGE BOLTS, AND VALES. THE COATNO ON ALL BURBED, THE CONSESS, FLEX COUPLINGS, FLANGE BOLTS, AND VALES. THE COATNO FREE, CONFORMING TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITE BOOK) SECTION 2009-142. FF ANY PIPE VARIFAIRS ARE CHANGED TO METALLIC FIPE DURING THE CESSION, DEVELOPMENT OF CONSTRUCTION PRASE, A NEW NEVEW CYCLE BY THE CITY'S CORROSON DEPT. MILL BE REQUIRED.
- I. F. CROSSING A NON-POTABLE PPELING, NEW WATER MAINS SHALL BE CONSTRUCTED NO LESS THAN AS DEGREES TO AND AT LEAST ONE FOOT ABOVE THAT PEPLINE, NO CONNECTION JOINTS SHALL BE MADE IN THE WATER MAIN WITHIN EIGHT HORIZONTAL FEET OF THE FLUID PPELINE, UNLESS OTHERWISE MIGICATED ON THE PLANS.

CONSTRUCTION STORM WATER PROTECTION NOTES

- L TOTAL SITE DISTURBANCE AREA (ACRES) 0.75 ACRES HYDROLOGIC LINITY WATERSHED PUEBLO SAN DIEGO / SAN DIEGO BAY SAN DIEGO / SAN DIEGO RIVER HYDROLOGIC SUBAREA NAME & NO. MISSION SAN DIEGO 907.II / CHOLLAS - 908.22
- 2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

PCP THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO.R9-2013-0001 AS AMENDED BY R9-2015-0001AND R9-2015-0100

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO, R9-2013-0001
AS AMENDED BY R9-2015-0001AND R9-2015-0100 AND CONSTRUCTION GENERAL
PERMIT ORDER 2009-0009-DWG AS AMENDED BY ORDER 2010-0004-DWG AND
2012-0006-DWG

TRADITIONAL: RISK LEVEL | 2 3 3 1 LUP: RISK TYPE | 2 3 3 1

3. CONSTRUCTION SITE PRIORITY

☐ ASBS ☐ HIGH ☐ MEDIUM ☑ LOW

SHEET INDEX

EET	DISCIPLINE	TITLE	LIMITS	PI	PE	LENGTH
10.	CODE	IIILE	Dies 1.3	SIZE ONO	MATERIAL	(FT)
1	G-I	COVER SHEET				
2	G-2	KEY MAP				
			WATER			
3	C-I	BOUNDARY ST	SUNCREST DR TO ADAMS AVE	8,12	-	510,00
4	C-2 C-3	BOUNDARY ST ADAMS AVE	ADAMS AVE TO STA. 10+72.08 30TH ST TO BOUNDARY ST	8	1 :	472.00 587.00
5	C-3	30TH ST & WORKS PL	ADAMS AVE TO SUNCREST DR & SUNCREST DR TO ALLEY BLK J	12 8	1 :	497,00
7	C-5	SUNCREST DR	30TH ST TO BOUNDARY ST	8	-	486.00
8	C-6	OHIO ST	ADAMS AVE TO N/O MADISON AVE	8	-	500,00
9	C-7	OHIO ST	N/O MADISON AVE TO WALTON PL	8,12	-	626.00
10	C-8 C-9	MADISON AVE ALLEY BLK 60 & WALTON PL	OHIO ST TO BOUNDARY ST MADISON AVE TO WALTON PL & OHIO ST TO ALLEY BLK 60	8,12,16	1 :	534.00 598.00
		ALLE: DER OO & HALTON IL	MADISON AND TO MADION TO MEDIC DEN GO	١ "		330200
			SEWER			
12	C-10	ALLEY BLK 60	S/O WALTON PL TO MADISON AVE	8	-	60L00
13	C-II	STREET RESURFACING		TOTAL	WATER	4,810.00
14	C-I2	CURB RAMP LOCATION		TOTAL :	SEWER	601.00
5-17	C-13-C-15	CURB RAMP DETAILS		D10	OID! !!	VIE 00
18	C-16	CITY FORCES		DI2		NE CO
19	C=17	BATCH DISCHARGE PLAN		G		AL
20	C-I8	WATER ABANDONMENT		C C	CIVIL	
21	C=19	STRIPING PLAN		1 10	IRAFE	IC CONTRO
22	C-20	SURVEY MONUMENT SHEET		1		
-IC	T-1 -T-10	TRAFFIC CONTROL DI ANG		1		



EX WATER MAIN & VALVES

EX SEWER MAIN & MANHOLES

AS-BUILT INFORMATION

EX PAVEMENT (PROFILE)

EX WATER METER

EX FIRE HYDRANT

EX DRAINS

MATERIALS

PIPE CL 235 (WATER)

PIPE CL 305 (WATER PIPE SDR 26 (SEWER) GATE VALVES FIRE HYDRANTS SEWER MANHOLES REHABILITATE SEWER MAIN EXISTING STRUCTURES

MANUFACTURER

----- EX GROUND LINE (PROFILE)

========= ELEC. COND., TEL. COND., CATV

EX STREET LIGHT

RAILROAD, TROLLEY TRACKS

---- FX TRAFFIC SIGNAL

----- GAS MAIN

WORK TO BE DONE

CONSTRUCTION OF AC WHITE SERFE GROUP WATE CONSTRUCTOR THE INSTALLATION OF APPROXIMATELY AGOOD LIBERAT PET OF A HETE MANA, HAGA, TURBER FEET OF SEWER MANA, HAGA, TURBER FEET OF SEWER MANA PRABELLATION, WATER SERVICES, FIRE HAMA, HAGA LIBERAT, SERVICES, FIRE WATER AND ACCOUNTAINED WATER SERVICES, FIRE WATER AND ACCORDANCES. SEWER LATERALS, SERVICES, FIRE WATER AND ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWNES NUMBERS 4462-04-05 THROUGH 4462-04-04-05 THROUGH 4462-04-05 THROUGH 4462-0

LEGEND

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WATI

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	LLGLND	
IMPROVEMENTS	REFERENCE	SYMBOL
TRENCH RESURFACING	SDG-I07, SDG-I08	
SEWER MAIN	SDS-IOI, SDS-IIO (TYPE C)	
SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-3, SM-07	
REHAB. EX. SEWER MANHOLE	SEE PLANS & SPECS	-
SEWER MAIN REHAB.	SEE PLANS & SPECS	REHAB
4 SEWER LATERAL WITH C.O. INLESS OTHERWISE SPECIFIED	SDS-IO2, SDS-IO3, SDS-IO4, SDS-IO5, SDS-IIO (TYPE C), SDS-II8	PROPOSED SEWER PROPOSED REMABILITATED SEWER
SERVICE LATERAL CONNECTION TO REHABILITATED SEWER	SEE PLANS & SPECS	P©
SLURRY FILL ABANDONED WATER	MAIN SEE PLANS & SPECS	E
SURVEY MONUMENT	M-IO, M-IOA, M-IOB	Δ
WATER MAIN & APPURTENANCES	SDM-105, SDW-110, SDW-151, SDW-161	
VALVES WITH CAPS AND WELLS	SDW-109. SDW-152, SDW-153, WV-05	
FIRE SERVICE CONNECTION & ASSEMBLY	SDM-105, SDW-109, SDW-118, SDW-152, SDW-153	P.L [F]
5"FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDM-IO5, SDW-IO4, SDW-IO9, SDW-I52, SDW-I53	PROPOSED WATER
" WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDM-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03	WM P.L W
BLOW-OFF ASSEMBLY	SDM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-05,	B.O. PROPOSED WATER
AIR & VACUUM VALVE	SDM-I05, SDW-II7, SDW-I58, SDW-I59, SDW-I60	A.V.
MIGHLINING BY CONTRACTOR	SDW-170, SDW-171, SDW- 172, SDW-173	IF APPLICABLE

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

ABBREVIATIONS EL ELEV. ELEVATION

ABAND	ABANDON	EL. ELEV	ELEVATION	OVHD	OVER HEAD
ABAND'D	ABANDONED	ELEC	ELECTRIC	PVC	POLYVINYL CHLORIDE
AC	ASBESTOS CEMENT PIPE	EX, EXIST	EXISTING	PROP	PROPOSED
AHD	AHEAD	E/0	EAST OF	RED	REDUCER
ASSY	ASSEMBLY	F	FLANGE	R T	RIGHT
BFV	BUTTERFLY VALVE	FH	FIRE HYDRANT	S	SURVEY LINE
BK	BACK	FS	FIRE SERVICE	SD&AE	SAN DIEGO & ARIZONA EASTERN RAILROAD
BL	BIKE LANE	GV	GATE VALVE	SDTI	SAN DIEGO TROLLEY INC.
BTWN	BETWEEN	HDPE	HIGH-DENSITY POLYETHYLENE	S0	STUB OUT
CATV	CABLE TV	HP	HIGH PRESSURE	S/0	SOUTH OF
CI	CAST IRON PIPE	IE .	INVERT ELEVATION	SWR	SEWER
Ģ.	CENTER LINE	LT	LEFT	TEL	TELEPHONE
COND	CONDUIT	MJ	MECHANICAL JOINT	UNK	UNKNOWN
CONT	CONTINUED	MTS	SAN DIEGO METROPOLITAN	VC	VITRIFIED CLAY PIPE
CONTR	CONTRACTOR		TRANSIT SYSTEM	WM	WATER METER
DB	DIRECT BURIED	MTD	MULTIPLE TELEPHONE DUCT	WTR	WATER
DI	DUCTILE IRON	N/0	NORTH OF	W/0	WEST OF
EB	ENCASED BURIED				

FIELD DATA

BENCHMARK: SEBP IVY ST & 29th ST - ELEV. 279.092 MSL, BASED ON NGVD 29 FEET DESCRIPTION AT STATE OF SUPER USING ROLL AND SOURCE WAS DEPICTED AND SOURCE WAS DERIVED FROM A PREVIOUS STATE OF SUPERVE USING ROLF S. 14492 MAD 83 FEET,
ZONE 6 (EPOCH 91,35), UTILIZING RTK/OPS FELD PROCEDURES WITH A CALVRS BROADCAST OF 2016, AND CONSTRAINING TO GPS 173, & GPS 17, (20017) IE, NO4" 04'52"W
VERTICAL DATUM NGVD 29
HORIZONTAL DATUM NAD 83

TOPOGRAPHY SOURCE: BASED ON FIELD SURVEY PERFORMED BY CITY OF SAN DIEGO SURVEYING DIVISION ON 10/25/2016, WORK ORDER NO. BISI20 (WATER), BISI17 (SEWER)

The City of	
SAN	DIEGO

PLANS FOR THE CONSTRUCTION OF AC WATER AND SEWER GROUP 1023B COVER SHEET

---F----T----C---

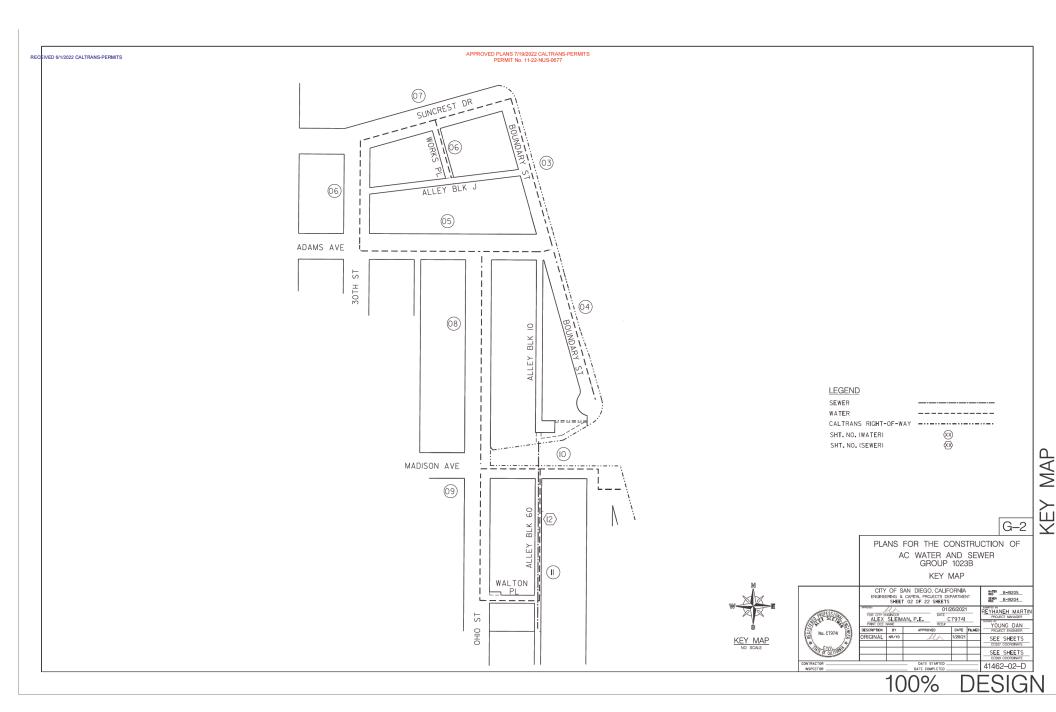
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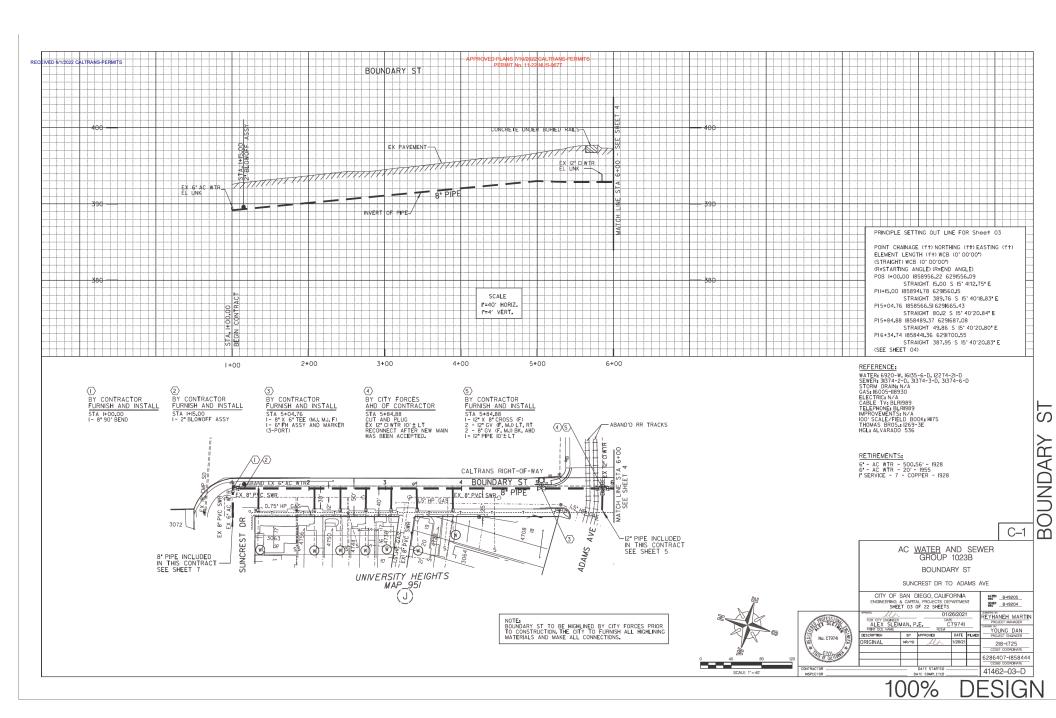
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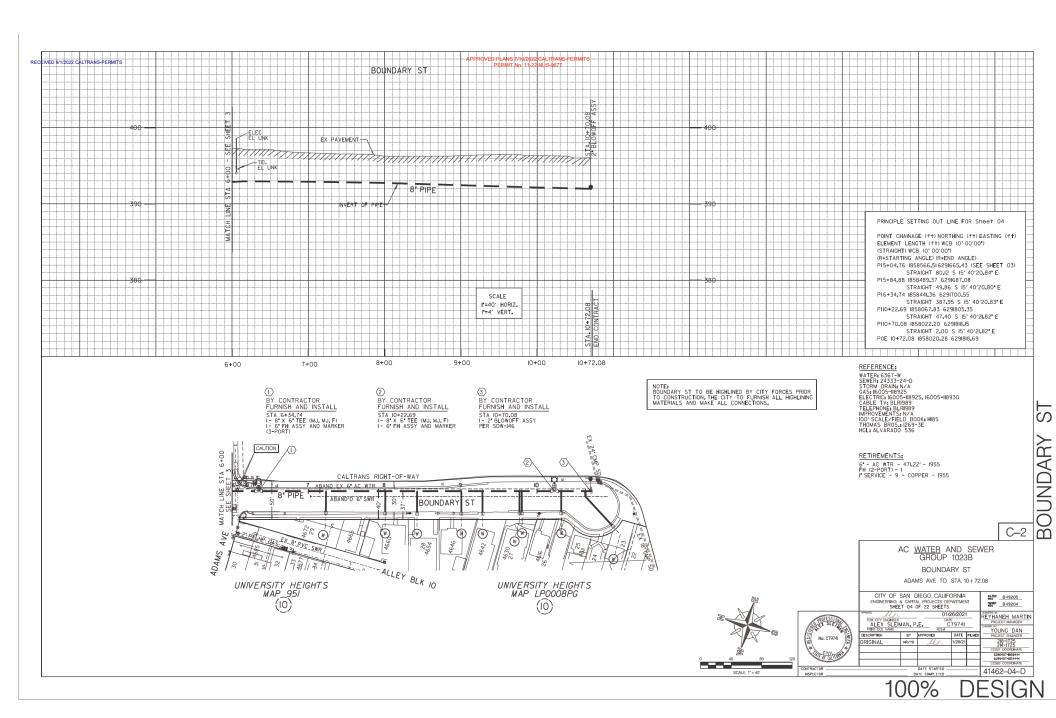
SPEC, NO.		OF S	#ATDR B-I9205			
STATE STATE	FOR CITY E ALEX PRINT DOE	SLEIM	DATE	26/202 7974I	_	REYHANEH MARTIN PROJECT MANAGER ORDING DAN
No. C7974	DESCRIPTION	BY	FILMED	PROJECT ENGINEER		
	ORIGINAL	NR/YD	Mh	1/26/21		SEE SHEETS
* 200						CCS27 COORDINATE
TO THE TRUMPS						SEE SHEETS CCS83 COORDINATE
CONTRACTOR			DATE STARTED			41462-01-D
Mar Lot on			DATE SUMPLETED			

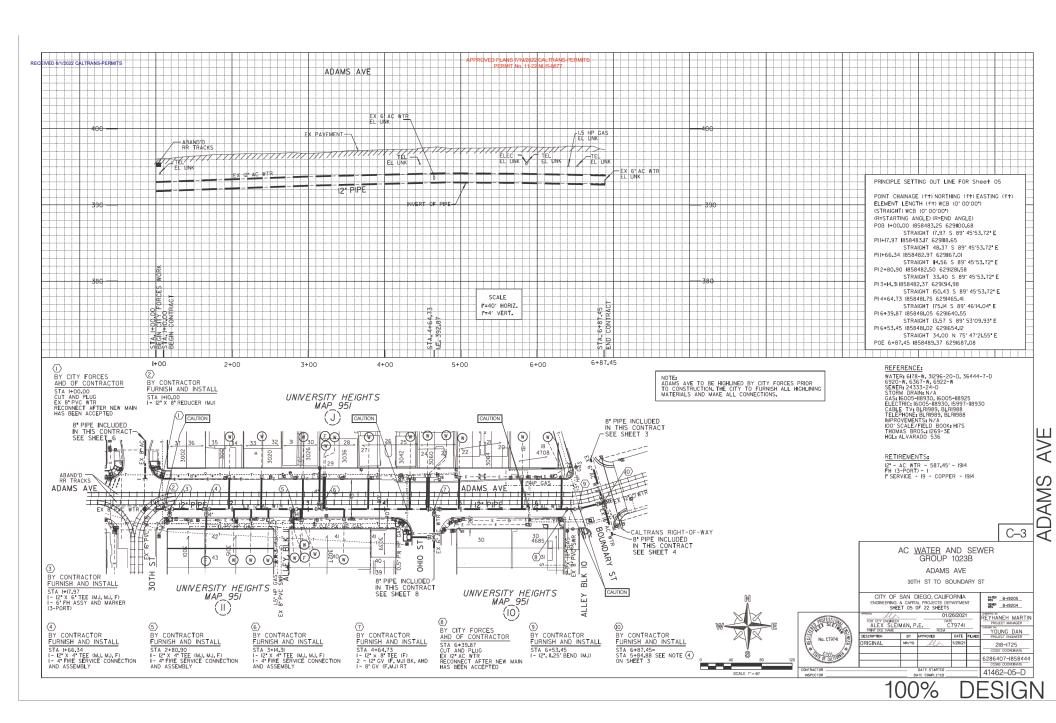
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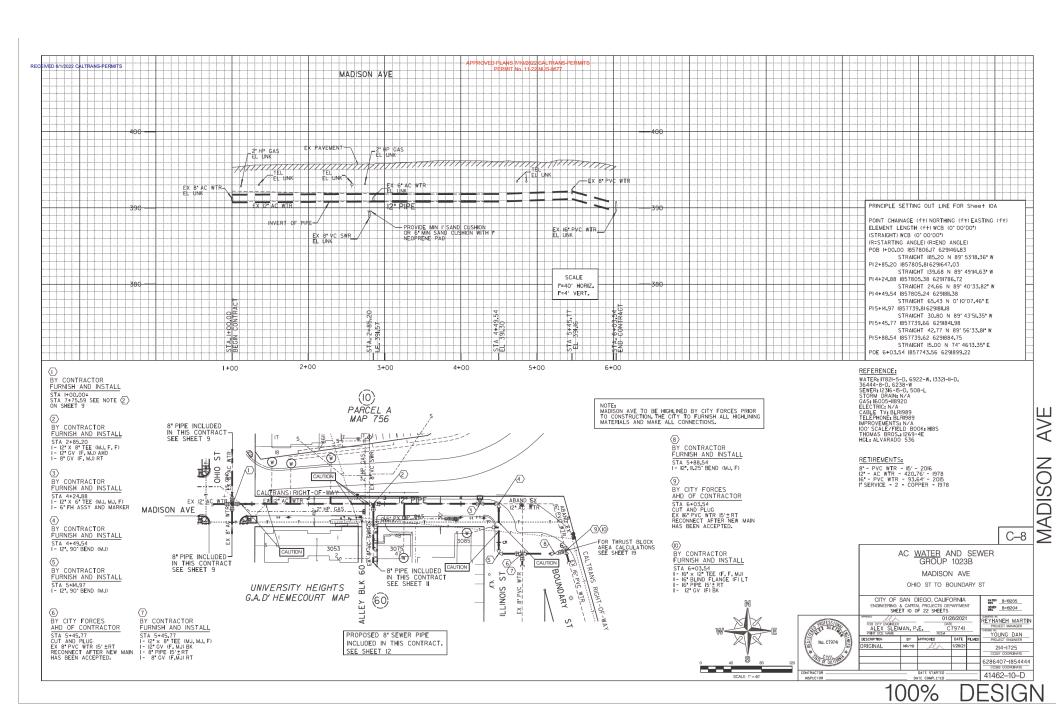


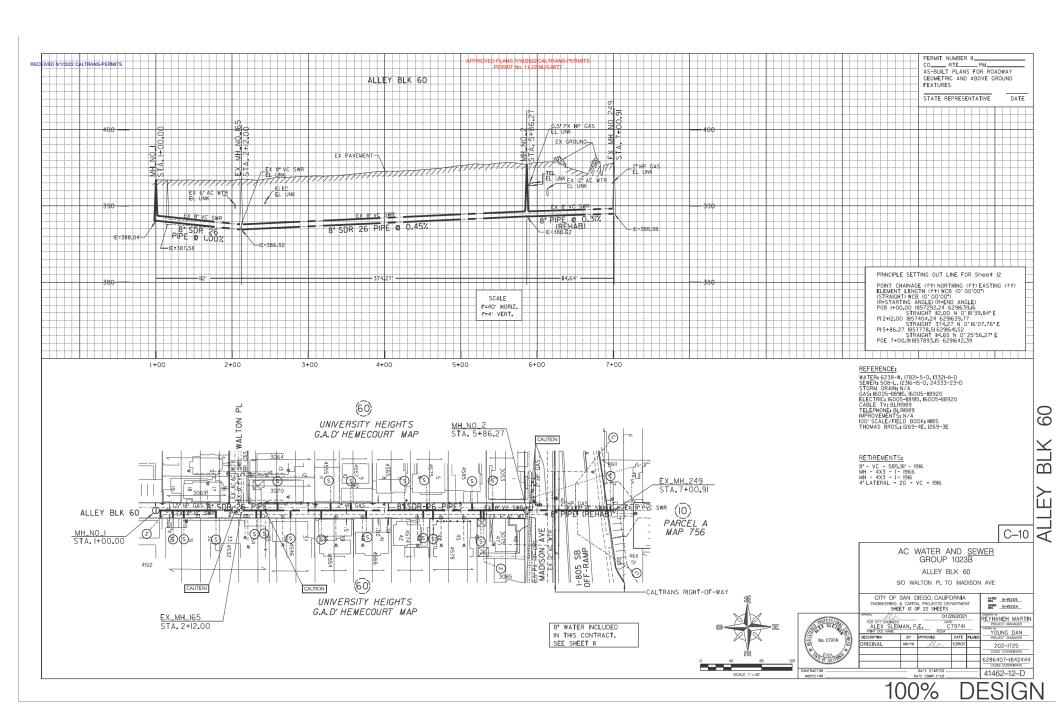


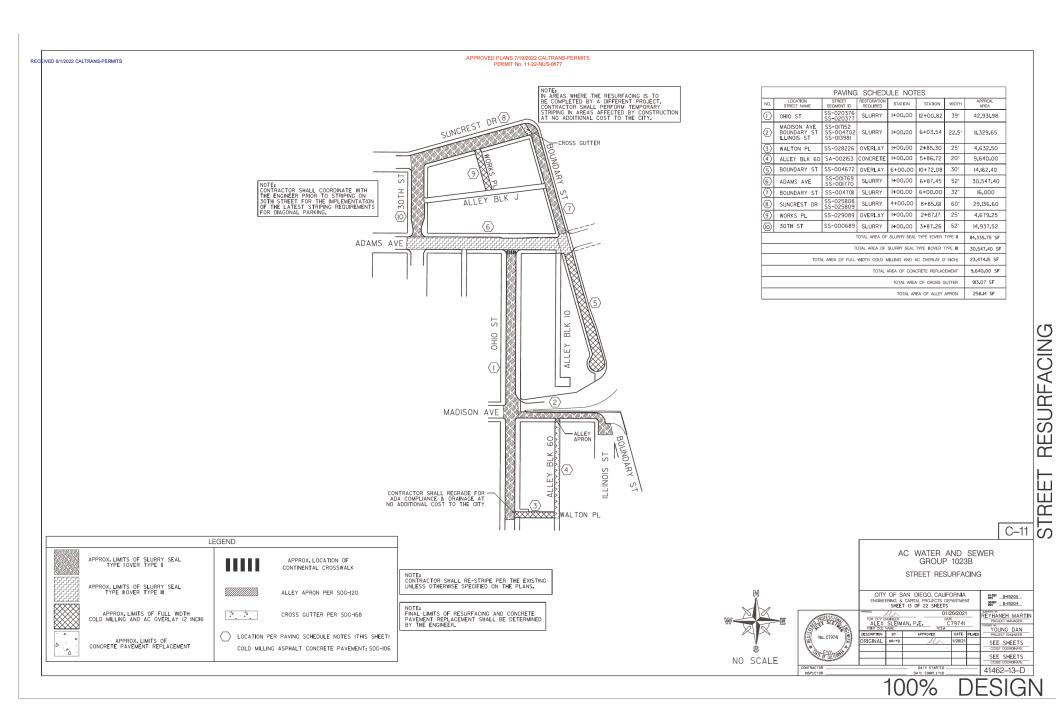


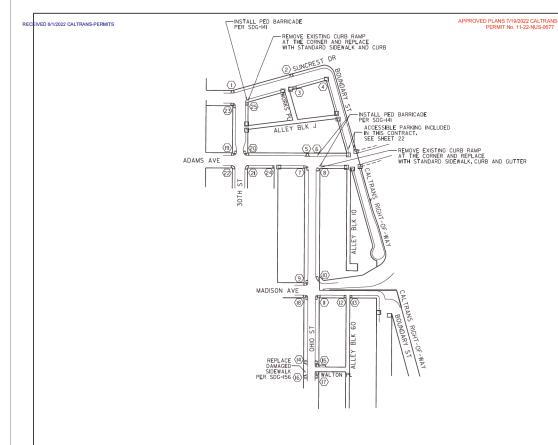












-	ERMI	TS							CURB RAMP NOTES TABLE
		E		MENT	S S	WAR	TABLE NING ES	INTS	
	LOCATION	RAMP TY	NEW	REPLACEMENT	HISTORIC	STAINLESS STEEL	• OTHER	CONSTRAINTS	COMMENTS / MODIFICATIONS
	Т	В	Х				Х		PROVIDE 4' LEVEL TRANSITION BETWEEN DRIVEWAY AND CURB RAMP.
	2	В	Х				Х		REMOVE PALM TREE.
ı	3	В	Х		Х		X		REMOVE STRIPING FOR PARKING AT NO ADDITONAL COST TO THE CITY, SHIFT THE ROAD SIGN POST IF NECESSAR
ı	4					.,		_	REPLACE W/ SIDEWALK, CURB AND GUTTER PER CITY STANDARD (SDG-156).
ı	5	В		X		Х	_	\vdash	DEMONE CROSSWALK AND RED BUSIN BUTTON AND HEAD AT NO ADDITIONAL COST TO THE CITY
	7	DUAL A		х		x			REMOVE CROSSWALK AND PED PUSH BUTTON AND HEAD AT NO ADDITIONAL COST TO THE CITY. RELOCATE/REPLACE PED PUSH BUTTON AND PED SIGNAL AS NECESSARY, ADJUST CROSSWALK AND LIMIT LINE BEFORE CURB RAMP, SHIFT OR ADJUST TO GRADE TRAFFIC SIGNAL BOXES AS NECESSARY, PROTECT IN PLACE EXISTING LICHTHING POLE, FOR DULA RAMP INSTALLATION REFER TO SOG-334.
	8	В		х		Х			REMOVE PED PUSH BUTTON AND HEAD FOR NORTH-SOUTH CROSSING AND RELOCATE/REPLACE PPB FOR EAST-WEST CROSSING AS NECESSARY.
	9	DUAL B		х		х			ADJUST LIMIT LINE AND STOP SIGN POST BEFORE CURB RAMP. FOR DUAL RAMP INSTALLATION REFER TO SDG-134.
	10	CI		х		Х			PROVIDE RAMP OPENING OF 8'MIN FOR WEST & SOUTH CROSSINGS WITHOUT ENCROACHING INTO CALTRANS ROW. ADJUST LIMIT LINE BEFORE CURB RAMP.
	II	DUAL B		х		Х			PROTECT IN PLACE EXISTING FIRE HYDRANT. ADJUST LIMIT LINE AND STOP SIGN POST BEFORE CURB RAMP, FOR DUAL RAMP INSTALLATION REFER TO SDG-134.
ı	12	D	Х			X			REPLACE ALLEY APRON WITH ONE PER CITY STANDARD (SDG-120).
ı	13	D MOD	X			Х		_	SEE SHEET 15 DETAIL "B". COORDINATE WORK WITH RESIDENT/TENANT.
	14	C2/D	X	x			X		SEE SHEET IG DETAIL "C".
	16	MOD B	X	-			X	-	PROVIDE 4'LEVEL TRANSITION BETWEEN DRIVEWAY AND CURB RAMP.
		DUAL		\vdash				\vdash	
	17	B/C2 DUAL	Х	X			Х	_	SEE SHEET 17 DETAIL "D". PROTECT IN PLACE EXISTING ELECTRICAL POLE, ADJUST LIMIT LINE AND STOP SIGN POST BEFORE CURB RAMP.
	18	B		Х		Х			FOR DUAL RAMP INSTALLATION REFER TO SDG-134.
	19	DUAL A		×		x			PROTECT IN PLACE THE EXISTING TRAFFIC SIGNAL POLE TO BE IN THE FLARE. SHIFT OR ADJUST TO GRADE ELECTRICAL AND TRAFFIC SIGNAL BOXES AS NECESSARY, ADJUST CROSSWALK AND LIMIT LINE BEFORE CURB RAMP FOR DUAL RAMP INSTALLATION REFER TO SDG-154.
	20	DUAL A		х		х			PROTECT IN PLACE THE EXISTING TREES AND TRAFFIC SIGNAL POLE TO BE IN THE FLARE. SHIFT OR ADJUST TO GRADE ELECTRICAL AND TRAFFIC SIGNAL BOXES AS NECESSARY, ADJUST CROSSWALK AND LIMIT LINE BEFORE CURB RAMP, FOR DUAL RAMP INSTALLATION REFER TO SDG-134.
	21	А		х		х			PROVIDE RAMP OPENING OF 8'MIN FOR NORTH & WEST CROSSNOS, PROTECT IN PLACE THE EXISTING FIRE HYDRANT AND TRAFFIC SIGNAL POLE TO BE IN THE FLARE, SHIFT OR ADJUST TO GRADE TRAFFIC SIGNAL BOXES AS NECESSARY, ADJUST CROSSWALK, LIMIT LINE AND STOP SIGN POST BEFORE CURB RAMP.
	22	А		×		x			PROVIDE RAMP OPENING OF 8'MIN FOR NORTH & EAST CROSSINGS, PROTECT IN PLACE THE EXISTING STREET LICHT POLE, ELECTRICAL, CABINET AND TRAFFIC SIGNAL POLE TO BE IN THE FLARE, SHIFT OR ADJUST TO GRADE ELECTRICAL, TRAFFIC SIGNAL AND WATER METER BOXES AS NECESSARY, ADJUST CROSSWALK AND LIMIT LINE BEFORE CUBB RAMP.
	23	DUAL A		х		Х			PROTECT IN PLACE EXISTING ELECTRICAL POLE. ADJUST LIMIT LINE BEFORE CURB RAMP. REPLACE DAMAGED SIDEWALK PER SDG-156. FOR DUAL RAMP INSTALLATION REFER TO SDG-134.
	24	D		Х		Х			PROTECT IN PLACE EXISTING PARKING COLLECTION DEVICE. SHIFT OR ADJUST TO GRADE WATER METER BOX.
	25	В		х	х	Х			PROTECT IN PLACE EXISTING FIRE HYDRANT TO BE IN THE FLARE, ADJUST LIMIT LINE AND STOP SIGN POST BEFORE CURB RAMP,

A, CONTRACTOR MAY USE NON STAINLESS STEEL MATERIAL PER THE CITY'S AML IF THE DWT HAS TO BE TRIMMED TO CONFORM TO THE CURB RAMP CONFIGURATION.

B. THE DESIGN OF THE CURB RAMP SHALL NOT AFFECT THE DRAINAGE PATTERN ON THE STREET. C. CONTRACTOR TO REPLACE LIFTED, DAMAGED OR MISSING SIDEWALK PANELS WITHIN THE ENTIRE CURB RETURN AND ALONG THE IMMEDIATE SIDEWALK AREAS LEADING TO THE CURB RETURN.

D. COUNTER SLOPES (CURB RAMP SLOPE PLUS STREET SLOPE) WHEN ADDED CANNOT EXCEED 13% WITH THE EXCEPTION OF A TYPE C2 AND CI, ADJUST THE SLOPE OF THE MAIN RAMP AND/OR STREET IF THE

COUNTER SLOPE EXCEEDS 5.0%. EXISTING WALLS BEHIND THE SLOPE AND CONSTRUCTION.

E. CONTRACTOR TO PROTECT AND EXISTING WALLS BEHIND THE SIDEWALK DURING DEMOLITION AND CONSTRUCTION.

F.FOR NEW OR RELOCATED SIGNAL AND/OR PPB POLES, THE HOUSING ASSEMBLY FOR THE PPB'S SHALL BE

REPLACED WITH A METALLIC HOUSING THAT MATCHES COLOR NO. 33538 OF FED-STD-595.

G. CONTRACTORS TO ENSURE THERE ARE SIGNS ON BOTH SIDES OF THE STANDARD PEDESTRIAN BARRICADE AND THAT THE ARROWS ON THE SIGNS POINT TO THE NEAREST CROSSING AREA.

H. PROVIDE A RETAINING CURB BEHIND THE CURB RAMP IF THE ADJACENT GRADE IS HIGHER OR LOWER THAN THE SIDEWALK OR CURB RAMP LANDING SURFACE. THE HEIGHT OF THE RETAINING CURB SHALL BE 2° HIGHER THAT THE ADJACENT GRADE. IF THE GRADE IS LOWER, A 6° HIGH CONCRETE CURB SHALL BE USED, IF THE GRADE IS LOWER THAN 24", A PROTECTIVE RAILING SHALL BE PROVIDED.



NO SCALE

NOTE: CONTRACTOR TO NOTIFY CM & FS SURVEY SECTION 30 DAYS PRIOR TO REMOVAL OF SIDEWALK FOR CURB RAMP CONSTRUCTION TO RELOCATE ANY SURVEY MARKERS.

NOTE: FINAL LIMITS OF SIDEWALK REPLACEMENT TO BE DETERMINED BY THE ENGINEER.

EX STREET SIGN

LEGEND

PROPOSED CURB RAMPS PER STANDARI
DETECTABLE WARNING TILES
GENERAL CURB RAMP NOTES
CUBB RAMP A
CUBB RAMP — TYPE CI & C2
CUBB RAMP — TYPE CI & C2
CUBB RAMPS — TYPE CI & C3
CUBB

☐ EX FIRE HYDRANT ☐ EX CURB RAMP

8 CURB RAMP NO's

→ EX UTILITY POLE

AC WATER AND SEWER GROUP 1023B * EX STREET LIGHT CURB RAMP LOCATION PROPOSED CURB RAMPS PER STANDARD DRAWINGS: CITY OF SAN DIEGO, CALIFORNIA #ATER B-19205 SEMER B-19204 ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 14 OF 22 SHEETS REYHANEH MARTIN ALEX SLEIMAN, P.E. No. C7974 SEE SHEETS SDG-I40 SDG-I4I SDG-II5 SEE SHEETS CONTRACTOR DATE STARTED 41462-14-D

100%

PHASE 2 ADAMS AVE

NO SCALE

THRUST/ANCHOR TABLE FOR 16" AND LARGER WATER MAINS									
SHEET NO.	PIPE STATIONING	TYPE OF BLOCK	TYPE OF APPURTENANCE	DESIGN PRESSURE	TOTAL THRUST (LB)	ASSUMED SOIL CAPACITY	MINIMUM BEARING AREA (SQ. FT), SEE NOTE 3 BELOW FOR VOLUME OF BLOCK (CU. FT)		
(10)	STA 6+03.54	THRUST	16" X 12" TEE	63 . 35 PSI	19,106	1000 PSF	19 ,1 1 SF		
- TUI	THE SPECIFIC WEIGHT OF CONSPETE IS IND DCF SAFETY FACTOR - I.E.								

L FOR ADDITIONAL THRUST BLOCK, ANCHOR BLOCK DETAILS AND NOTES SEE SDW-ISI.

2. REFER TO SPECIFICATIONS SECTION 306-12,14 FOR ADDITIONAL REQUIREMENTS.

3. FOR ESTIMATING THE CY QUANTITY FOR THRUST BLOCKS, THE DEPTH OF THE THRUST BLOCKS SHALL BE HALF OF THE TRENCH WIDTH PLUS 12* TEMBEDMENT

LEGEND

---- EXISTING WATER MAIN

---- PROPOSED WATER MAIN

D FIRE HYDRANT TO REMAIN IN SERVICE DURING CONSTRUCTION

 $\ \square$ FIRE HYDRANT TO BE REPLACED

PHASE X PHASE NUMBER

CITY FORCES NOTE NUMBER (THIS SHEET) CITY FORCES NOTE NUMBER (PLAN & PROFILE SHT.)

PLAN & PROFILE "D" SHEET NUMBER

BC --- BEFORE CONTRACTOR

AC --- AFTER CONTRACTOR

WORK BY CITY FORCES

BC - TEE/CROSS CUT-IN, OPEN/CLOSE VALVE(S) AC - RECONNECT, OPEN VALVE(S)

BC - CUT & PLUG AC - RECONNECT

BC - CUT AND ABANDON

AC - WET TAP

BC - CLOSE EX. VALVE (REPLACE IF NEEDED)
AC - OPEN EX. VALVE

AREA TO BE HIGHLINED IN PHASES

C-16 X WORK BY CITY FORCES

8ATER B-19205 SEMER B-19204

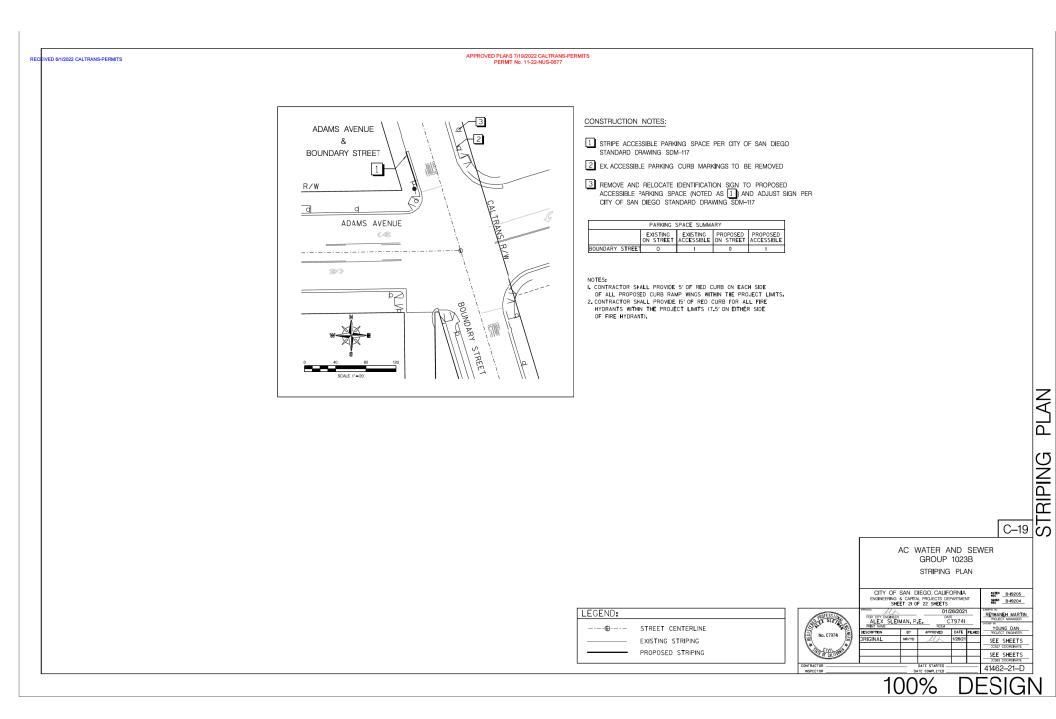
FORCES

ВУ

AC WATER AND SEWER GROUP 1023B

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 18 OF 22 SHEETS

	FOR CITY E ALEX PRINT DOE	SLEIM				REYHANEH MARTIN PROJECT MANAGER PROJECT MANAGER YOUNG DAN
1=1	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
	ORIGINAL	NR/YD	Mh	1/26/21	-	SEE SHEETS
14/						CCS27 COORDINATE
						SEE SHEETS
	l					CCS83 COORDINATE
			DATE STARTED			41462–18–D
		10	0%)[ESIGN



1023B ROUP 5 SEWER AND α WATE

PERMIT NUMBER II. AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES STATE REPRESENTATIVE

TRAFFIC CONTROL NOTES:

2- STANDARDS, THIS TRAFFIC CONTROL PLAN SHALL CONFORM TO THE EACH OF THE FOLLOWING MANUALS:

DOCUMENT NO. EDITION DESCRIPTION

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK") CITY OF SAN DIEGO SUPPLEMENT TO THE "GREENBOOK" ("WHITEBOOK") CITY OF SAN DIEGO STANDARD DRAWINGS CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)

3. NOTIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION OR TRAFFIC CONTROL:

FIRE DEPARTMENT DISPATCH
POLICE DEPARTMENT DISPATCH
ENVIRONMENTAL SERVICES
STREET DIVISION / ELECTRICAL
METROPOLITAN TRANSIT SYSTEM
METROPOLITAN TRANSIT SYSTEM
UNDERGROUND SERVICE ALERT

(858) 573-1300 (858) 531-2000 (858) 492-5060 (619) 527-7500 (619) 595-7038 EXT 6451

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS, THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF STREETS,

- AND TIMES OF RESTRICTIONS.

 EXCAVATIONS, EXCEPT AS OTHERWISE SHOWN ON THE PLANS, TRENCHES SHALL BE BACKFELED OR TRENCH-PLATED
 AT THE END OF EACH MORN DAY, AN ASSMALL RAMP SHALL BE PLACED AROUND EACH TRENCH PLATTO
 OF THE PLANT OF THE PLANT
- DESIGNATED FOR REMOVAL REPAIRS AND REPLACEMENTS SHALL BE EQUAL TO EXISTING MPROVEMENTS. TEMPORARY TRAFFIC SIGNAL DETECTION, THE CONTRACTOR SHALL BOTAL CITY APPROVED TEMPORARY VIDEO OR RADAR DETECTION NEWS DESTRICK TRAFFIC SONAL DETECTION SYSTEMS ARE DAMAGED, DISABLED OR BECOME COMMETERY, BROUND FALL TEMPORARY TRAFFIC SONAL DETECTION SOUTHWEST AND RESTOR PROPERTY AND RE-COMMETERY REMOVE ALL TEMPORARY TRAFFIC SONAL DETECTION SOUTHWEST AND RESTOR PROPERTY AND RE-REMOVALS ARE SUBJECT TO APPOVAL BY THE CITY PROMEREY.
- FOR WORK NOT COVERED BY THESE TRAFFIC CONTROL PLANS, THE CONTRACTOR SMALL PREPARE TRAFFIC CONTROL WORKING DRAWNES AND SUBBUT THEM TO THE CITY RESIDENT ENGAGER, THE CONTRACTOR SMALL ALLOW A MAMMAN OF TWENTY COWORKING DAYS FOR REVEW OF THE WORKING DAYNINGS, PON A PROPOVAL OF THE TRAFFIC CONTROL PLAN. THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL THAN TORK.
- 10. THE CONTRACTOR SHALL PLACE 'OPEN TRENCH' SIGNS (C27(CA)) ON BARRICADES WITHIN THE WORK ZONE, AHEAD OF ANY WORK AREA WHICH INCLUDES OPEN TRENCHES IN EXCESS OF THREE (3) INCHES IN DEPTH, PER CAMUTCO SECTION 67.03 (CA) GUIDELINES.



VICINITY MAP

AC WATER AND SEWER GROUP 1023B TRAFFIC CONTROL PLANS

TRAFFIC CONTROL SIGNS (TYP)





RIGHT LANE MUST

TURN RIGHT

R3-7

ROAD

CLOSED



POAD

CLOSED

AHEAD

W20-3

OPEN

TRENCH

C27(CA)

R3-4

DEWALK CLOSE AHEAD

CROSS HERE

R9-II

BIKE LANE

CLOSED

AHEAD W20-5(BIKE)



(7)

R3-2

RAMP CLOSED

DY/MO/YR THRU DY/MO/YR 9PM-6AM

SC6-4(CA)

010





DETOUR

BHARE

THE

ROAD

SC3(CA)





C9A(CA)



W4-2(RT)





M4-I0(U-TURN)



NOTE: ALL SIGNS ARE STANDARD SIZE

TRAFFIC DATA TABLE

STREET NAME	LIMITS	ADT (VEHICLES) (AVERAGE DAILY TRAFFIC VOLUME)	85™PERCENTILE SPEED®(MPH)	POSTED SPEED (MPH)	TCP DESIGN SPEED (MPH)
ADAMS AVE	30 ST - OHIO ST	13,504	31	25	30
MADISON AVE	UTAH ST - KANSAS ST	5,207	31	25	30

APPROACH SPEED (MPH)	MINIMUM DISTANCE IN FEET BETWEEN SIGNS AND FROM LAST SIGN TO TAPER	Merging L (feet)	Shifting L/2 (feet) (TANGENT)	Shoulder L/3 (feet)
25	100	125	63	42
30	250	180	90	60
35	250	245	123	82
40	250	320	160	IO7
45	350	540	270	180
50	350	600	300	200
55	350	660	330	220
60	350	720	360	240
65	350	780	390	260
70	350	840	420	280

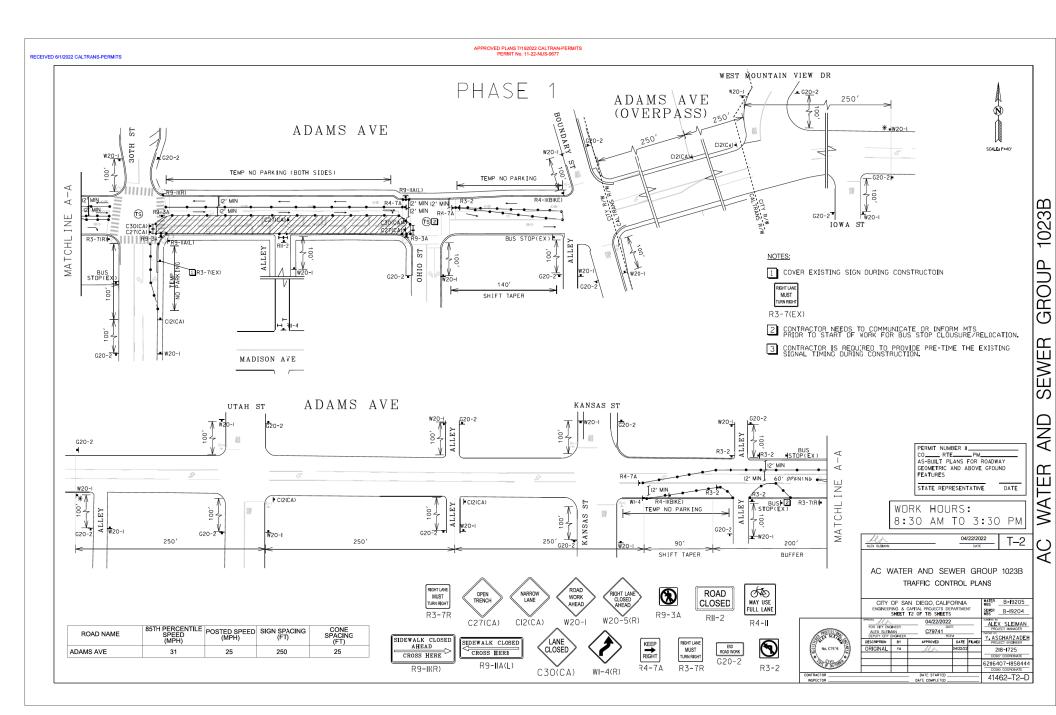
• L=WS /60 FOR SPEED OF 40 MPH OR LESS; L=WS² FOR SPEED GREATER THAN 40 MPH, TAPER LENGTHS SHOWN ARE ROUNDED TO NEAREST 5 FEET.

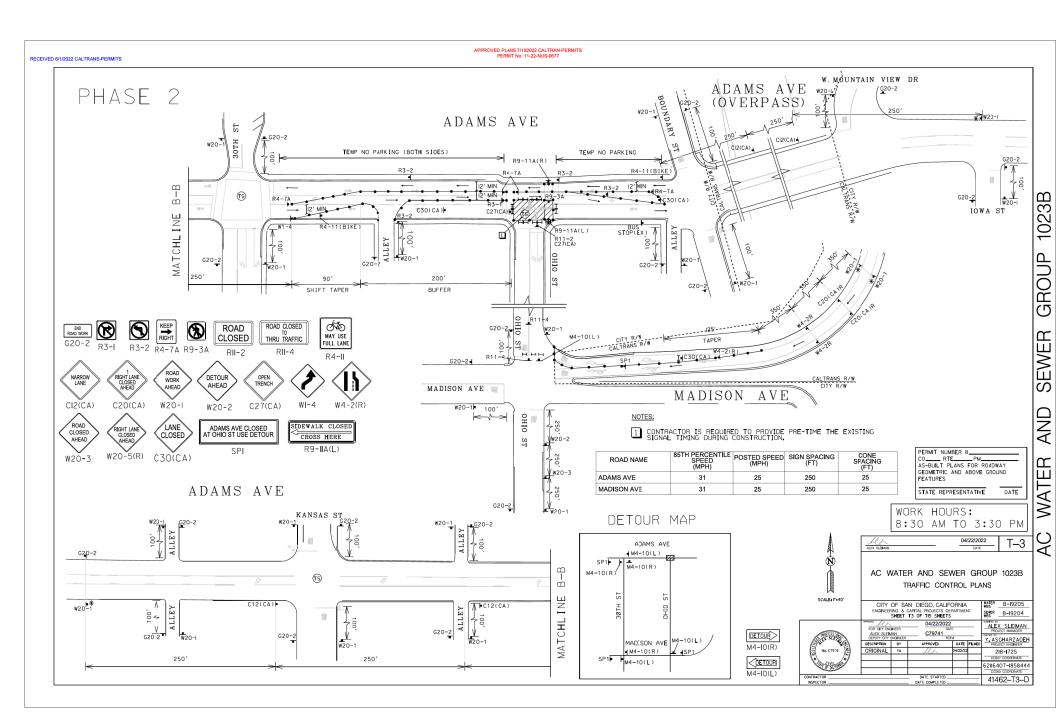
BUFFER	SPACING IN FEET	NOTE:	
155	25	TAPER FORMU	LA
200	30	L = S x W	for speeds greate
250	35	L - 3 X W	than 40 mph
305	40	$I = \frac{W \times S^2}{S}$	for speeds of
360	45	L = # 60	for speeds of 40 mph or less
425	50	Where:	
495	50	L - minimum	length of taper
570	50		alvalue of APPROACH
645	50	speed p	rior to work (mph)
730	50	W = width o	f offset (feet)
	LEOEN	ID	

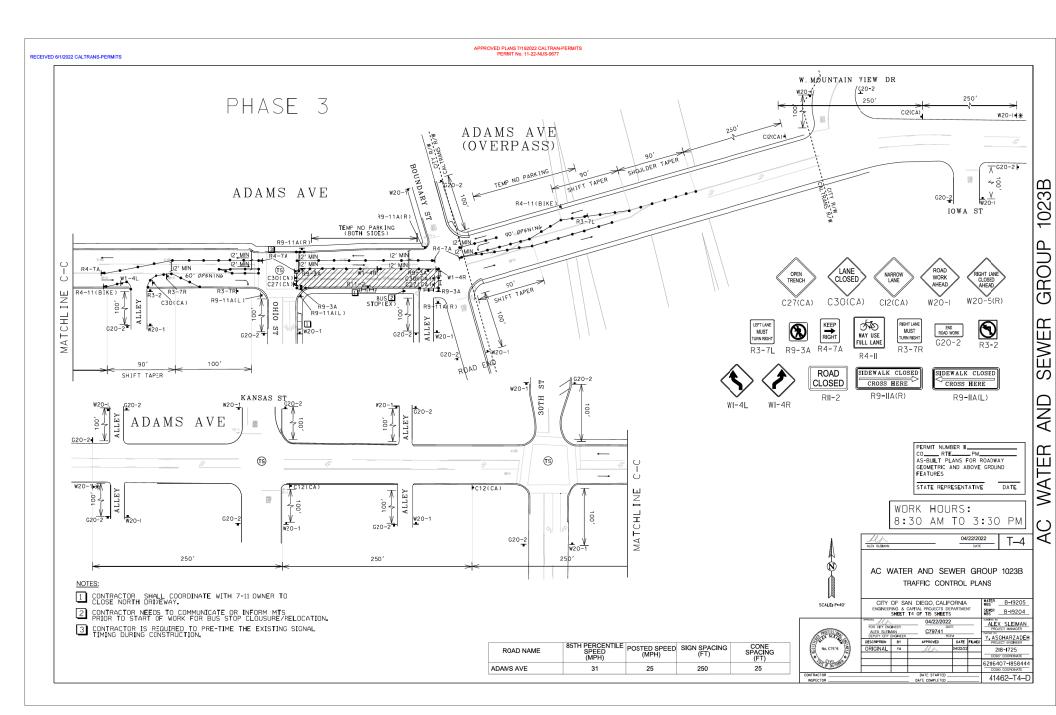
LEGEND	
PORTABLE FLASHING BEACON	*
DELINEATOR OR CONE	•
SIGN	4
TRAFFIC DIRECTIONAL ARROW	->
WORKING AREA	
ALTERNATING DIAMOND CAUTION FLASHING BOARD	8
FLASHING ARROW BOARD	
BARRICADE	Ι
PFB (PORTABLE FLASHING BEACON)	00
TRAFFIC SIGNAL	(TS)

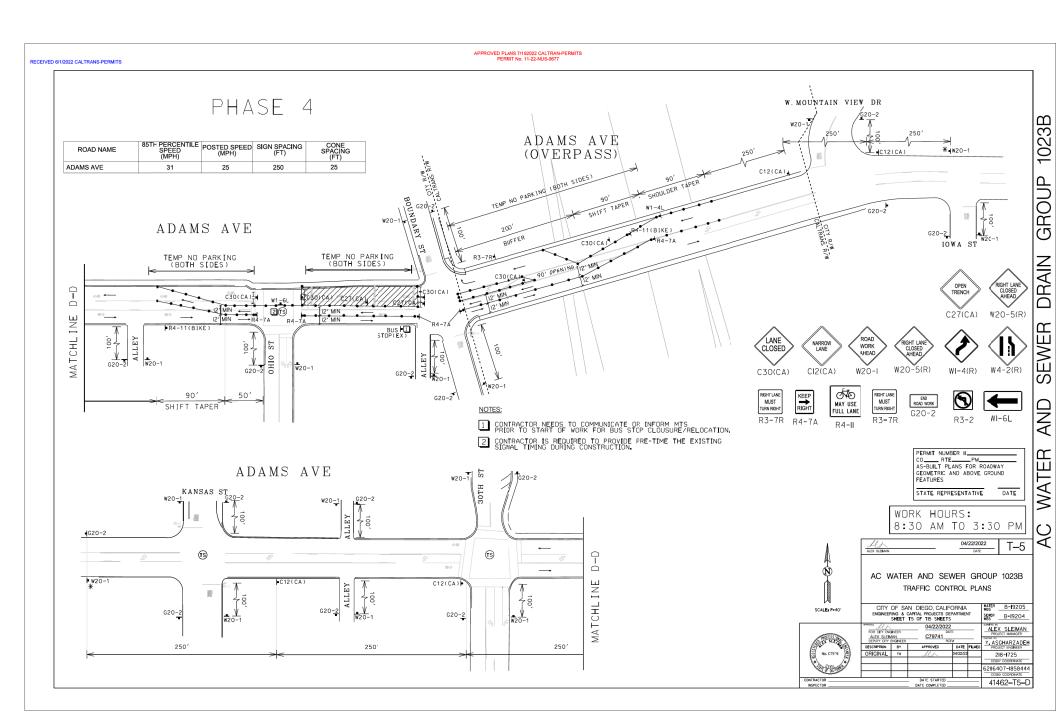


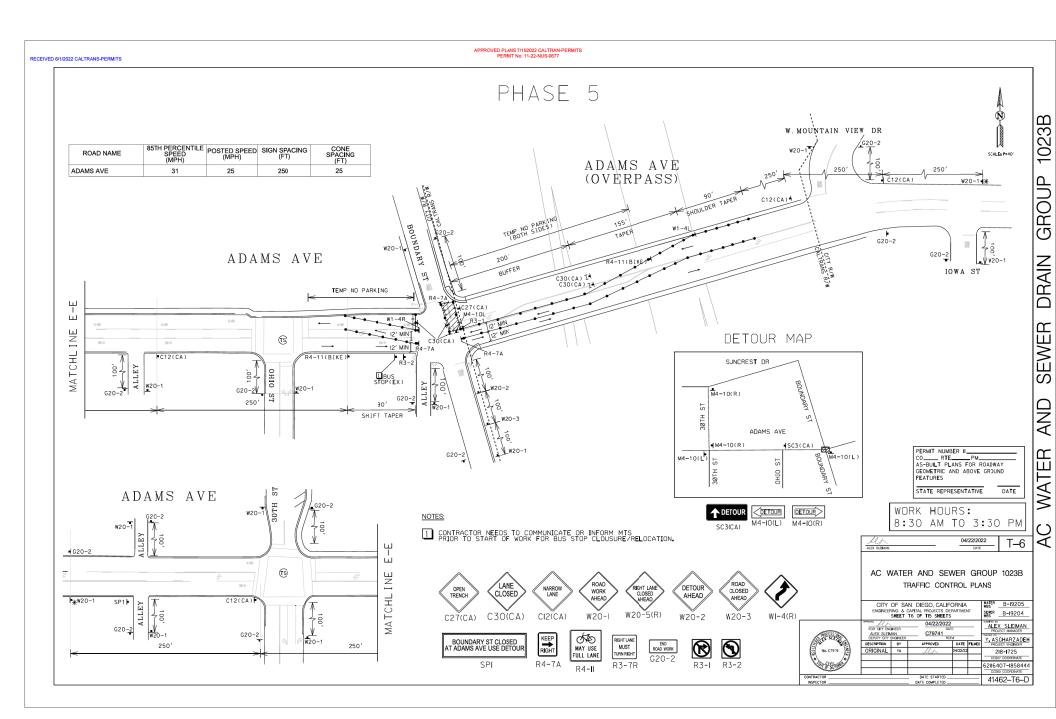
	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT					WATER B-19205 SEWER B-19204	
SPEC. NO. 2079		SHEET	TI OF TIS SHEETS			WBS	
AUTO N	FOR CITY BNG ALEX SLEIM		04/22/2022 C79741 RCE#			ALEX SLEIMAN PROJECT MANAGER	
51.00	DEPUTY CITY E					Y. ASGHARZADEH	
(3/4th 1/4/8)	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER	
No. C79741	ORIGINAL	YA	llh	04/22/22		SEE SHEETS	
(a) (a)						CCS27 COORDINATE	
ST SUNDAN						SEE SHEETS	
						CCS83 COORDINATE	
CONTRACTOR	DATE STARTED				41462-T1-D		
INSPECTOR	DATE COMPLETED					4140E 11 D	

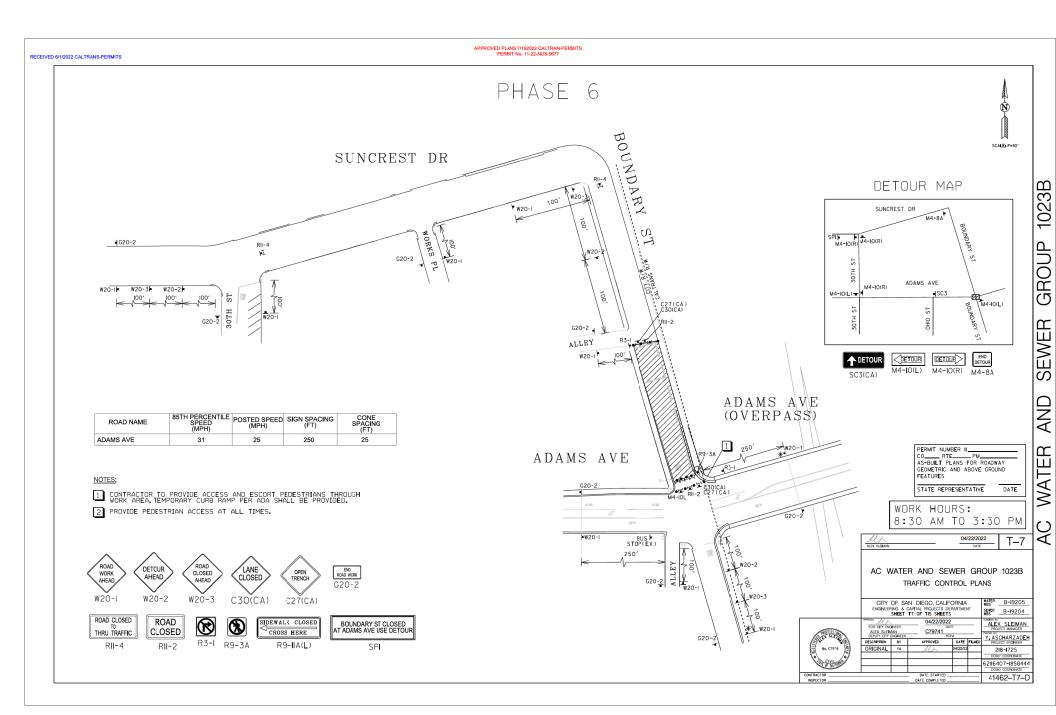


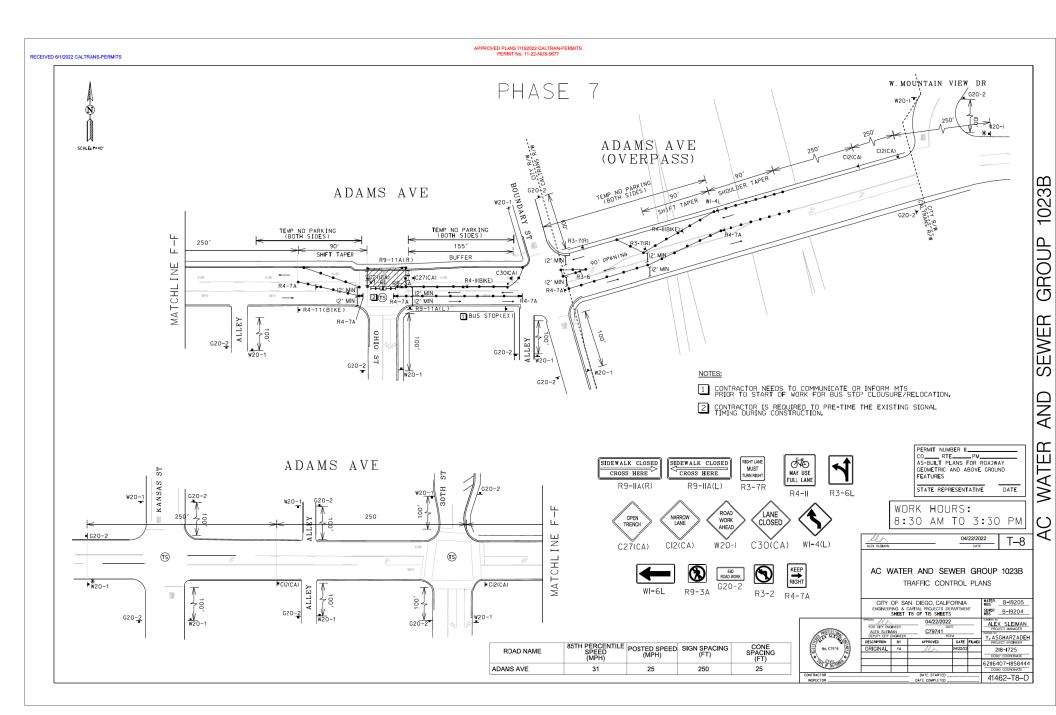


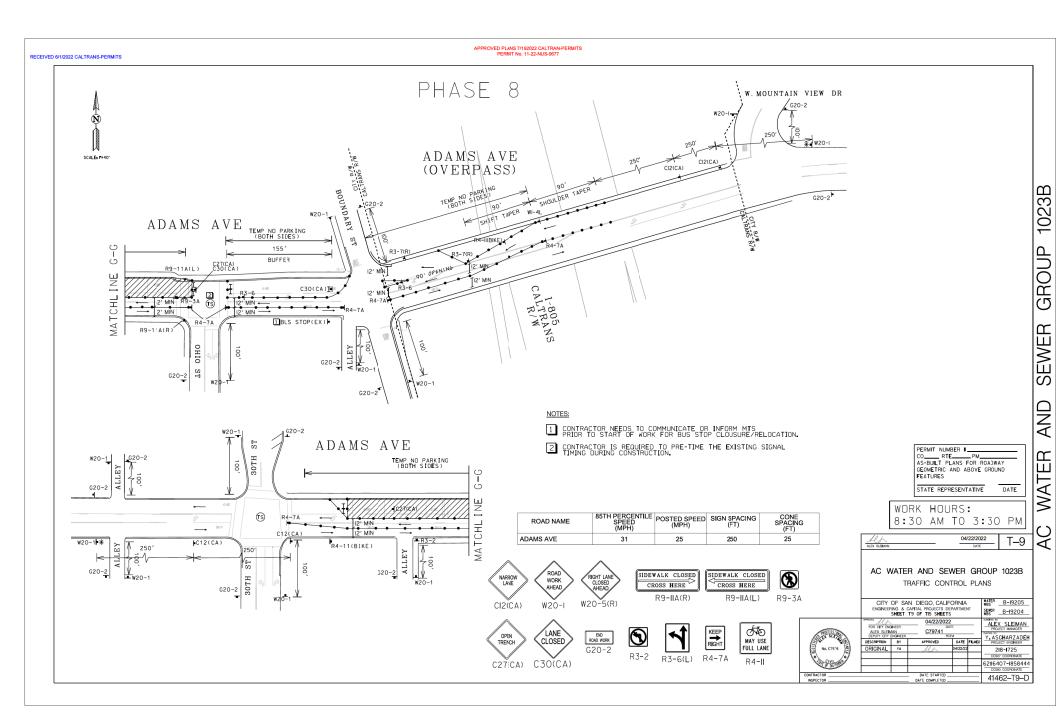


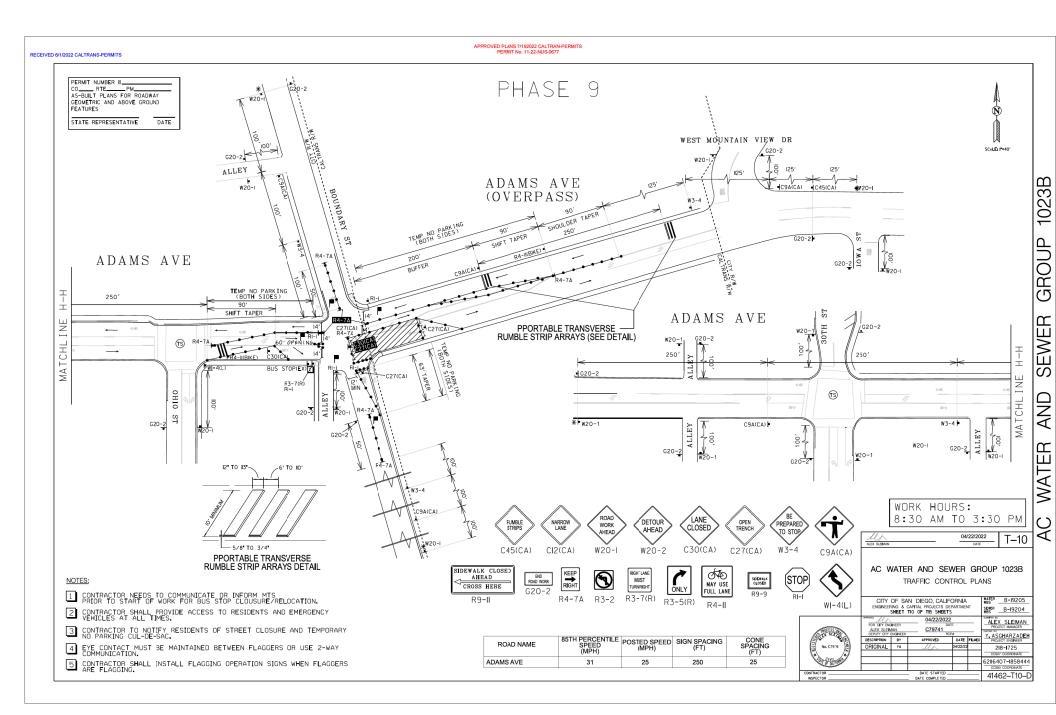


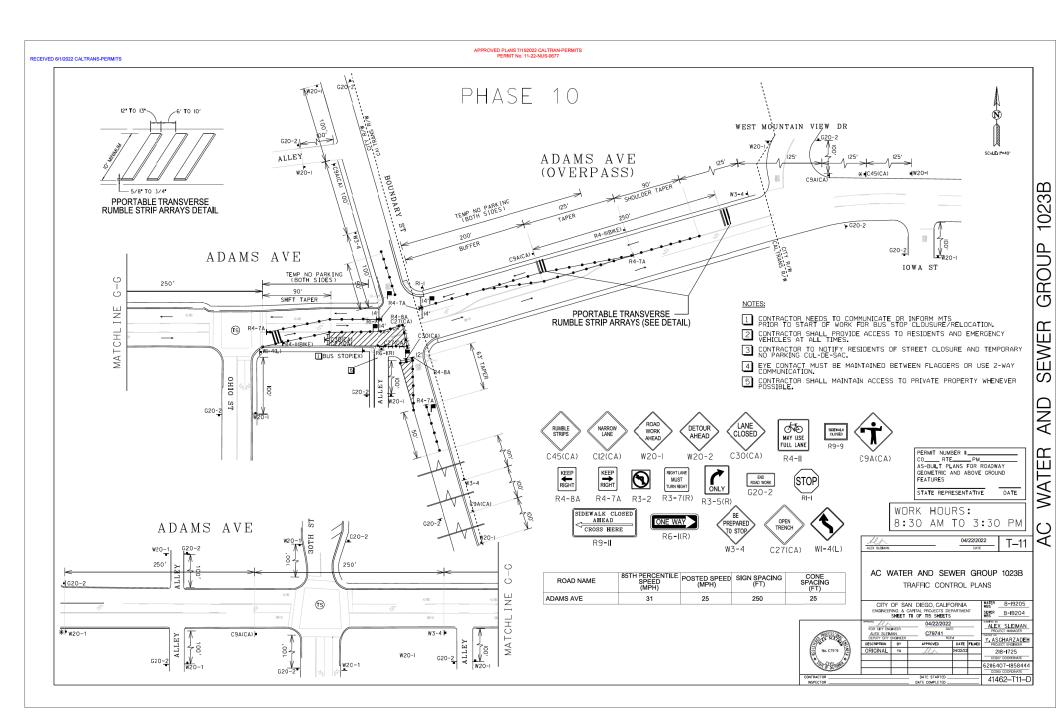


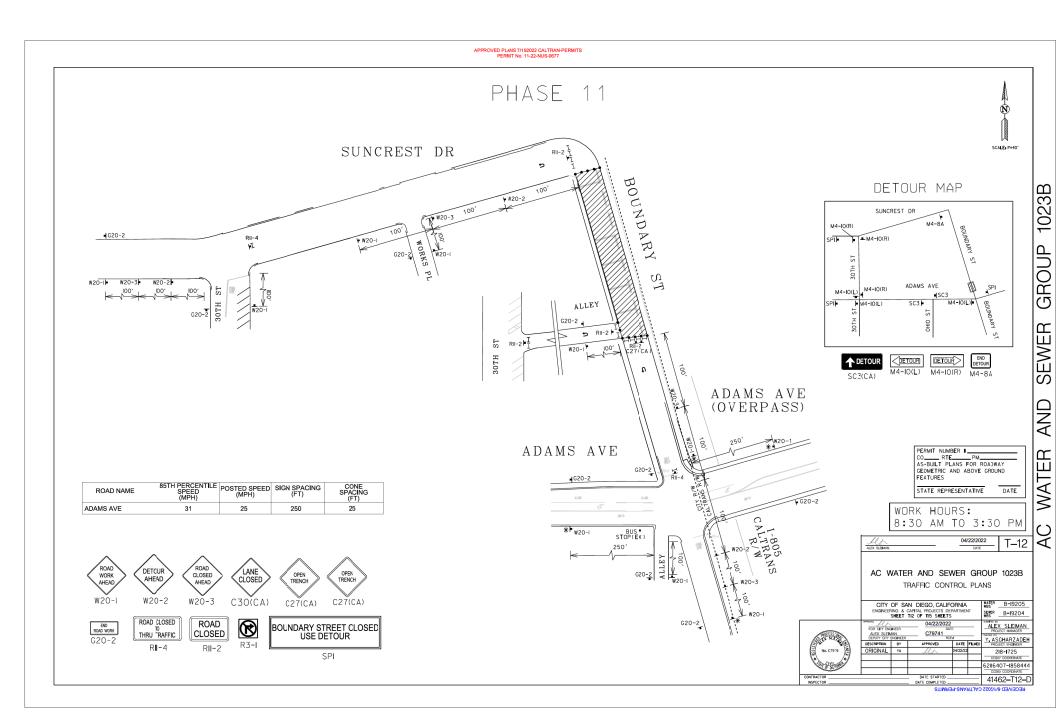


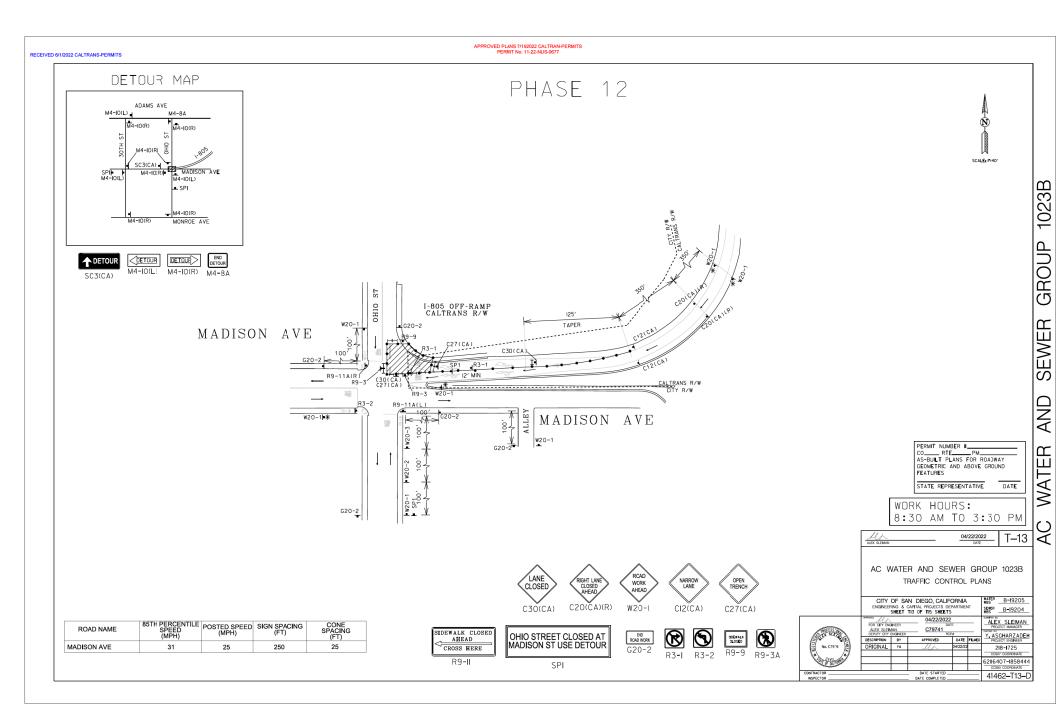


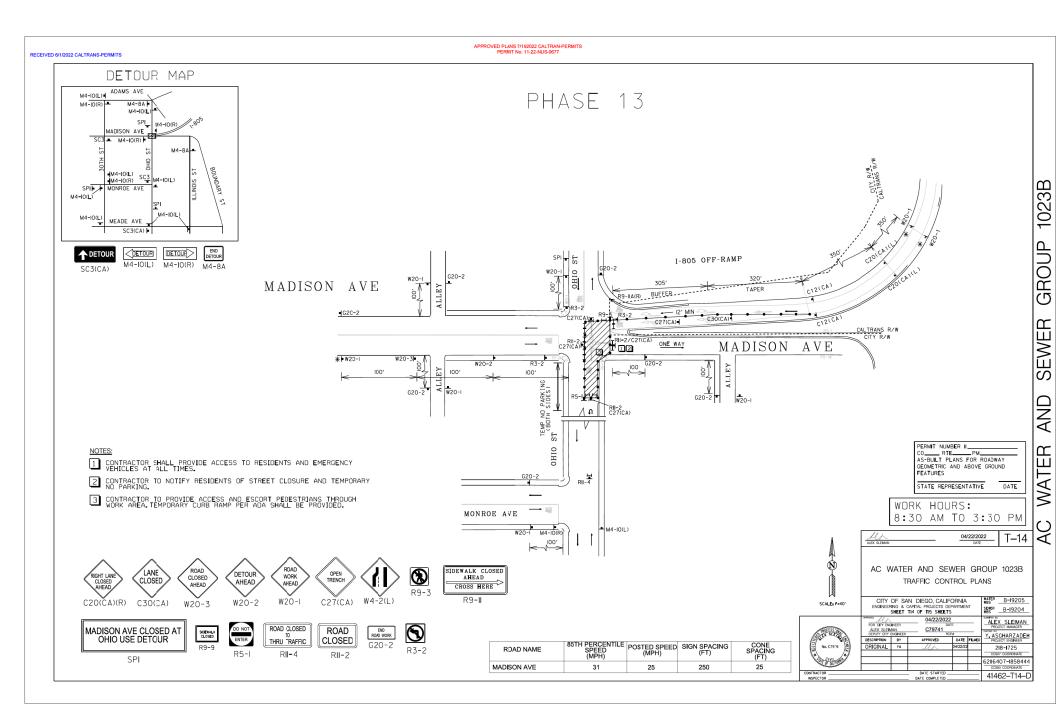


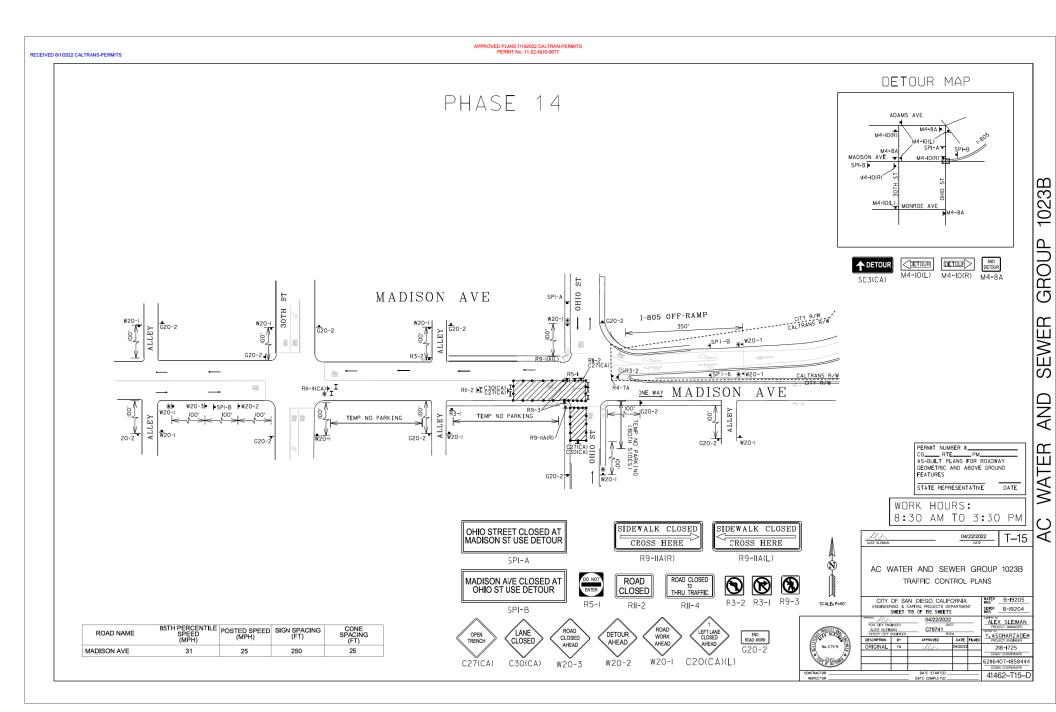












STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

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

11-22-NUS-0677

PERMIT NO. 11-SD-805/16.88

Dear Sir or Madam:

All work authorized by the above-numbered permit was

completed on

DATE

SIGNATURE OF PERMITTEE

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Notice Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FM 92 1546 M

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

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FM 92 1546 M

AC WATER AND SEWER GROUP 1023B Bid No. K-23-2079-DBB-3

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CUSTOMER SERVICE QUESTIONNAIRE

TR-0164 (REV 2/2001)

PERMIT NUMBER
11-22-NUS-0677

Dear Customer,

Our goal is to provide the best service possible to our customers. Please take a few minutes to complete this questionnaire. Your comments will enable us to see how we are doing overall and any areas which may need improvement.

PLEASE TELL US HOW WE'RE DOING					
INSIDE THE OFFICE	EXCELLENT	VERY GOOD	GOOD	POOR	
Staff courteous and helpful					
Staff quick and efficient					
Explanations and instructions clear					
TELEPHONE ANSWERING					
Timely response					
Receiving information or answers					
INSPECTION					
Inspector courteous and helpful					
Pre-construction meeting set and held in a timely manner					
Inspector at job site frequently					
Inspector able to answer questions and deal with problems					
OVERALL PERFORMANCE					
What would you say is our overall performance?					
Is there a staff person you would like to commend?	STAFF'S NAME:				
COMMENTS:					

Por individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

BUSINESS PHONE NUMBER

NAME (Optional)

DATE

ATTACHMENT F

RESERVED

ATTACHMENT G

CONTRACT AGREEMENT

ATTACHMENT G

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and PK Mechanical Systems, Inc. , herein called "Contractor" for construction of **AC Water and Sewer Group 1023B**; Bid No. **K-23-2079-DBB-3**; in the total amount **\$2,674,276.94**, which is comprised of the Base Bid.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **AC Water and Sewer Group 1023B**, on file in the office of the City Clerk as Document No. **B-19205**, **B-19204**, as well as all matters referenced therein.
- 2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
- 3. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **AC Water and Sewer Group 1023B**, Bid Number **K-23-2079-DBB-3**, San Diego, California.
- 4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).
- 5. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
By Styrker Caman	Mara W. Efficient City Attorney By
Print Name: <u>Stephen Samara</u> Principal Contract Specialist Purchasing & Contracting Department	Print Name: Alan war Sch
Date: 3/1/2023	Date: 31/23
By David Grindle	s, Inc.
Print Name: David Spindler Title: CEO	
Date: 2/23/23	
City of San Diego License No.: B2013064035	
State Contractor's License No.: 810564	
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) RE	EGISTRATION NUMBER: 1000013416

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.

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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.

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COVID-19 VACCINATION ORDINANCE CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing 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 mustbe 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.

DRUG-FREE WORKPLACE

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

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

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

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

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

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EQUAL BENEFITS ORDINANCE CERTIFICATION

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

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

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 exe	ecuted a contract with the Cit	y of San Diego, a munici	pal corporation	າ, for:
	AC Water a	and Sawar Group 1023	2	
	Ac Water o	Project Title	•	
B-19204 ; and WHER debris, and surplus n	ibed in said contract and ide EAS, the specification of said naterials resulting from this p en completed and all surplus	contract requires the Co	ntractor to affi	rm that "all brush, trash,
NOW TUEDFFORE				
terms of said contra	in consideration of the final part, the undersigned Contractors are disposed of at the follow	or, does hereby affirm th		
and that they have b	een disposed of according to	all applicable laws and	regulations.	
Dated this	DAY OF		·	
Bv:				
Con	tractor			
ATTEST:				
State of	County of			
	DAY OF, 2 uly commissioned and sworn,		gned, a Notary	y Public in and for said
known to me to be t	hecribed thereto, and acknowle	Contractor		
Notary Public in and	for said County and State			

LIST OF SUBCONTRACTORS

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

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

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

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

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®	WHERE CERTIFIED②
Name:Address:						
Name:						

As appropriate, Bidder shall identify vendor/Supplier as one of	or the following and s	shall include a valid proof of certification (except for OBE, SLBE a	and ELBE):
Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Bidder shall indicate if Vendor/Supplier is cer	tified 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
	Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business As appropriate, Bidder shall indicate if Vendor/Supplier is cercity of San Diego California Public Utilities Commission State of California's Department of General Services	Certified Minority Business Enterprise MBE Certified Disadvantaged Business Enterprise DBE Other Business Enterprise OBE Certified Small Local Business Enterprise SLBE Woman-Owned Small Business WoSB Service-Disabled Veteran Owned Small Business SDVOSB As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: City of San Diego CITY California Public Utilities Commission CPUC State of California's Department of General Services CADoGS	Certified Disadvantaged Business Enterprise Other Business Enterprise Other Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise SLBE Woman-Owned Small Business Service-Disabled Veteran Owned Small Business Service-Disabled Veteran Owned Small Business As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: City of San Diego California Public Utilities Commission California's Department of General Services DBE Certified Disabled Veteran Business Enterprise Certified Disabled Veteran Disable

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

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

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

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

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BID BOND

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

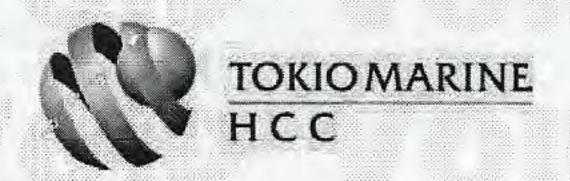
KNOW ALL MEN BY THESE PRESENTS,			
That _ PK MECHANICAL SYSTEMS, INC.		as	Principal,
and U.S. SPECIALTY INSURANCE COMPANY		- AL	are held
and firmly bound unto The City of San Diego of 10% OF THE TOTAL BID AMOUNT for the payment			
bind ourselves, our heirs, executors, administrators, firmly by these presents.			
WHEREAS, said Principal has submitted a Bid to said the bidding schedule(s) of the OWNER's Contract Doci		the WORK requ	ired under
AC WATER AND SEWER GROUP 1023B; BID NO. K-2	3-2079-DBB-3		
NOW THEREFORE, if said Principal is awarded a contract the manner required in the "Notice Inviting Bids" eragreement bound with said Contract Documents, furn furnishes the required Performance Bond and Paymovoid, otherwise it shall remain in full force and effect, said OWNER and OWNER prevails, said Surety shall paincluding a reasonable attorney's fee to be fixed by the	nters into a written a lishes the required co ent Bond, then this o In the event suit is by all costs incurred b	Agreement on the ertificates of insu- obligation shall be brought upon the	ne form of trance, and be null and tis bond by
SIGNED AND SEALED, this22ND	_ day ofNOVEN	/BER , 20	22
PK MECHANICAL SYSTEMS, INC. (SEAL) (Principal)	U.S. SPECIALTY INSURANCE CON (Su	MPANY (rety)	(SEAL)
By:(Signature) DAVID R. SPINDLER, CEO	By:(Si MARK D. IATARO	ignature) OLA, ATTORNEY	-IN-FACT
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURE	ΓY)		

AC WATER AND SEWER GROUP 1023B Bid No. K-23-2079-DBB-3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

to which th			ss, accuracy, or validity of that o	lividual who signed the documen document.
tate of Ca	lifornia	1		
ounty of _	SAN DIEGO	j		
)n	11/22/2022	_ before me,	TRACY LYNN RODR	IGUEZ, NOTARY PUBLIC
-	Date	_ 501010 1110,		nd Title of the Officer
ersonally	appeared	e î	MARK D. IATAROLA	
			Name(s) of Signer(s)	
uthorized	capacity(ies), and that b f of which the person(s)	y his/her/their sig	at he/ she/they executed the nature (s) on the instrument the instrument.	t the person(s) , or the entity
AN I	TRACY LYNN RODRI COMM, # 231883 SAN DIEGO COUN NOTARY PUBLIC-CALIF MY COMMISSION EX JANUARY 11, 20	ORNIAZ PIRES 7	그 아이는 아이들이 살아 가장하게 하는 사람이 되었다면 하는데 하는데 아니다.	
Plac	ce Notary Seal and/or Sta		Signature	ature of Netary Public
		s information can	deter alteration of the do form to an unintended do	
Descript	ion of Attached Docu			
	Type of Document:			
	nt Dato:		Ni	mber of Pages:
	Other Than Named Al	****		mocron agos.
Signer(s)				
	lies Claimed by Sign			
Capacity	v(ies) Claimed by Sign	the age of the first of the second se	Signer's Name:	
Capacity Signer's	v(ies) Claimed by Sign Name: MARK D. IATA rate Officer – Title(s): _	ROLA	Signer's Name:	
Capacity Signer's	Name: MARK D. IATA	ROLA		Title(s):
Capacity Signer's Corpo Partne	Name: MARK D. IATA rate Officer – Title(s): _ er – □ Limited □ Gene dual 🖾 Attor	eral ney in Fact	☐ Corporate Officer —☐ ☐ Partner —☐ Limited ☐ Individual	Title(s):
Capacity Signer's Corpo Partne	Name: MARK D. IATA rate Officer – Title(s): _ er – □ Limited □ Gene dual 🖾 Attor	eral ney in Fact dian of Conservator	☐ Corporate Officer —☐ ☐ Partner —☐ Limited ☐ Individual ☐ Trustee	Title(s):



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

JOHN G. MALONEY, MARK D. IATAROLA or HELEN MALONEY of ESCONDIDO, CALIFORNIA

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, *****Fifteen Million***** providing the bond penalty does not exceed Dollars ***\$15.000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is

granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby

vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

WITNESS my hand and official seal.



By:

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

D. LITTLEFIELD

Notary Public - California Los Angeles County Commission # 2320307

My Comm. Expires Jan 31, 2024 Signature (seal) I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety

Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this

_22ND_day ofNOVEMBER		
Corporate Seals Bond No	HICORPORATED SERVICE OF THE STATE OF THE STA	
Agency No. 4013	Kio Lo, Assistant Section of Tenant Contract of the Contract o	cretary

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,		
Thatandand firmly bound unto The City of San Diego of 10% OF THE TOTAL BID AMOUNT for the payment bind ourselves, our heirs, executors, administrators, s firmly by these presents.	as Su hereinafter called "OWNER," of which sum, well and truly t	in the sum o be made, we
WHEREAS, said Principal has submitted a Bid to said O the bidding schedule(s) of the OWNER's Contract Docur	•	required under
NOW THEREFORE, if said Principal is awarded a contract the manner required in the "Notice Inviting Bids" enter agreement bound with said Contract Documents, furnis furnishes the required Performance Bond and Paymer void, otherwise it shall remain in full force and effect. I said OWNER and OWNER prevails, said Surety shall pay including a reasonable attorney's fee to be fixed by the	ers into a written Agreement of hes the required certificates of hit Bond, then this obligation sh n the event suit is brought upo all costs incurred by said OWN	on the form of insurance, and nall be null and on this bond by
SIGNED AND SEALED, this	day of	_, 20
(SEAL) (Principal)	(Surety)	(SEAL)
By:(Signature)	By:(Signature)	

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(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.										
X	a complaint	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.								
	complaint o discriminated status or res	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)	S TATUS	RESOLUTION/REMEDIAL ACTION TAKEN					
Contractor N	Contractor Name: PK Mechanical Systems, Inc.									
Certified By	David S	Spindler Name		Title CE	EO					
	B	<u> </u>		Date11	1/30/22					

USE ADDITIONAL FORMS AS NECESSARY

Signature

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Le	egal Name		DBA
PK Mechanical Systems, Inc.			
Street Address	City	State	Zip
21335 Bundy Canyo	on road, Wildomar	CA	92595
Contact Person, Title		Phone	Fax
David Spindler, CE	0	951-453-8946	

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
David Spindler	CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
Fallbrook, CA	
Interest in the transaction	
50% owner	

Name	Title/Position
Patricia Delgado	CFO
City and State of Residence	Employer (if different than Bidder/Proposer)
Temecula CA	
Interest in the transaction	
50 % owner	

* 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.

David Spindler, CEO	a)5~	11/30/22
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 §22.0814 (a): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

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

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
David Spindler	CEO PK Mechanical Systems, Inc.
Patricia Delgado	CFO, Secretary and treasurer PK Mechanical

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.

	ency, and dates of action.	y. For any exception noted above, indicate below to wl	hom
Contractor Name:	PK Mechanical Systems, Inc.		_
Certified By	David Spindler	Title CEO	_
	Name	Date	_
	Signature		

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

it

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 :						manufacturer:			
X	SUBCONT	RACTOR		SU	PPLIER			MANUFACTURER	
		NAME					TITLE		
	Salazar Co	mmunications							
	Vic Sa	alazar			Owner				
X	SUBCONT	RACTOR		SU	PPLIER			MANUFACTURER	
		NAME					TITLE		
	Nuline								
	Dominic	Burtech			Owner				
X	SUBCONT	RACTOR		SU	PPLIER			MANUFACTURER	
		NAME					TITLE		
5		ignal Service							
	Ryan C	lark			Owner				
X	SUBCONT	RACTOR		SU	PPLIER]	MANUFACTURER	
		NAME			Owner				
	Statewide S								
	David Brill	nante			Owr	ner			
Cont	ractor Name:	PK Mechanical Sy	stems						
Certi	fied By	David Spindler				Title	CE	0	
			Name						
		25	Name			Date	12/	1/22	
		-	Signature						

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.

Pleas	lease indicate if principal owner is serving in the capacity of subcontractor , supplier , and/or manufacturer :								
X	SUBCONT	RACTOR		SUP	PLIER			MANUFACTURER	
		NAME					TITL	E	
N	liramar Ger	neral Engineering							
	Alex Karaja	3			Owner				
X	SUBCONT	RACTOR		SUP	PLIER			MANUFACTURER	
		NAME					TITL	E	
	G Scott As								
	Dan We	mple			Owner				
X	SUBCONT	RACTOR		SUP	PLIER			MANUFACTURER	
		NAME					TITL	E	
	Sealright Pa	aving							
	Frank V	asqez			Owner	ſ			
	SUBCONT	RACTOR		SUP	PLIER			MANUFACTURER	
		NAME			TITLE				
Contr	ractor Name:	PK Mechanical Sy	vstems,	Inc					
Certif	fied By	David Spindler				_ Title	CEC	D	
		_	Name						
						_ Date	_ 12	2/1/22	
			Signature	9					

USE ADDITIONAL FORMS AS NECESSARY*

SUBCONTRACTORS FOR ALTERNATES

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

IDENTIFY ALTERNATE (example: Deductive Alternate B) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
Alternate B	Name: Sealright paving Address: 9053 Olive Drive City: Spring Valley State: CA Zip: 91977 Phone: 619-465-7411 Email:	364113	1000039542	constructor	line items 85 and 86	\$ 108,000
Alternate C	Name: G Scott Asphalt Address: 358 Trousdale City: Chula Vista State: CA Zip: 91910 Phone: 619-420-1854 Email:	751836	1000004252	constructor	Line items 87-89	(\$ 29,436)
Alternate C	Name: Sealright Paving Address: 9053 Olive City: Spring Valley State: CA Zip: 91977 Phone: 619-465-7411 Email:	364113	1000039542	constructor	line item 90	(\$ 6,000)
	Name:					

Bid Results

Bidder Details

Vendor Name PK Mechanical Systems
Address 21335 Bundy Canyon Road

Wildomar, California 92595

United States

Respondee David Spindler

Respondee Title CEO

Phone 951-453-8946
Email dspin@pkmech.net
Vendor Type PQUAL, CADIR

License # 810564 CADIR 1000013416

Bid Detail

Bid Format Electronic

Submitted 12/01/2022 1:24 PM (PST)

Delivery Method Bid Responsive

Bid Status Submitted Confirmation # 311741

Respondee Comment

Buyer Comment

Attachments

PK 1023 B bid bond.pdf

File Title

PK 1023 B sub alternate listing form.pdf PK 1023 B sub debarrment form.pdf PK 1023 B prime debarrment form.pdf PK 1023 B mandatory disclosure form.pdf PK 1023 B cert of pending actions form.pdf

File Name

PK 1023 B sub alternate listing form.pdf
PK 1023 B sub debarrment form.pdf
PK 1023 B prime debarrment form.pdf
PK 1023 B mandatory disclosure form.pdf
PK 1023 B cert of pending actions form.pdf
PK 1023 B bid bond.pdf

File Type

SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS
Debarment and Suspension Form - Subs/Supp/MFR
Debarment and Suspension Form - Prime
Mandatory Disclosure of Business Interests Form
Contractor's Certification of Pending Actions
Bid Bond

Subcontractors

Showing 7 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Туре
G SCOTT ASPHALT, INC 358 TROUSDALE DRIVE CHULA VISTA, California 91910	line items 20-22, 25	751836	1000004252	\$237,000.00	Local
Jerusalem Construction, Inc. DBA M 1827 Cleveland Ave National City, California 91950	l line items 6-10, 26-37	1009541	1000033057	\$312,000.00	ELBE, PQUAL, CADIR, Local
Nu-Line Technologies, LLC 102 Second Street, Suite B Encinitas, California 92024	Line items 75-78	997520	1000003808	\$28,136.00	WBE, MBE, CADIR, FEM, Local
SealRight Paving, Inc. 9053 Olive Dr. Spring Valley, California 91977	line items 23, 24, 69, portions of 44-453,-56, 72-74.	364113	1000039542	\$138,000.00	DBE, MBE, CADIR, MALE, LAT, Local
Southwest Traffic Signal Service, Inc 9201 Isaac St Suite A Santee, California 92071	E Line items 38-40, 65, 66	451115	1000004265	\$102,464.55	DVBE, Local
Statewide Stripes, Inc PO Box 600710 San Diego, California 92160-0710	line items 40, 57, 58, 59, 60, 61 and 67	788286	1000001334	\$19,174.00	Local
Vic Salazar Communications 5205 Kearny Villa Way Suite 107 San Diego, California 92123	line item 2	00000	1000364796	\$30,000.00	DBE, MBE, CADIR, ELBE, MALE, LAT, Local

Line Items

Discount Terms No Discount

Item #	Item Code Type	Item Description	UOM	QTY	Unit Price	Line Total \$612,784.94	Response	Comment
	524126	Panda (Payment and Payformanas)	LS	1	¢22 000 00		Vac	
1		Bonds (Payment and Performance)		1	\$33,000.00	\$33,000.00	Yes	
2	541820	Exclusive Community Liaison Services	LS	1	\$35,000.00	\$35,000.00	Yes	
3	237110	Mobilization	LS	1	\$35,952.94	\$35,952.94	Yes	
4	007040	Field Orders (EOC Type II)	AL	1	\$140,000.00	\$140,000.00	Yes	
5	237310	Subgrade Imported Backfill	TON	400	\$20.00	\$8,000.00	Yes	
6	238910	Class 650-CW-4000 Concrete Pavement (6-Inch Thick)	CY	180	\$625.00	\$112,500.00	Yes	
7	237310	Remove and Replace Existing Sidewalk	SF	100	\$12.00	\$1,200.00	Yes	
8	237310	Additional Curb and Gutter Removal and Replacement	LF	14	\$69.00	\$966.00	Yes	
9	237310	Residential Concrete Driveway	SF	100	\$27.00	\$2,700.00	Yes	
10	237310	Alley Apron	SF	258	\$27.00	\$6,966.00	Yes	
11	237110	Additional Bedding	CY	100	\$20.00	\$2,000.00	Yes	
12	237110	Gate Valve (8 Inch)	EA	15	\$3,000.00	\$45,000.00	Yes	
13	237110	Gate Valve (12 Inch)	EA	9	\$5,000.00	\$45,000.00	Yes	
14	237310	Temporary Resurfacing	TON	500	\$125.00	\$62,500.00	Yes	
15	237110	Imported Trench Backfill	TON	600	\$20.00	\$12,000.00	Yes	
16	238990	Video Recording of Existing Conditions	LS	1	\$4,000.00	\$4,000.00	Yes	
17	237310	Traffic Control	LS	1	\$35,000.00	\$35,000.00	Yes	
18	541330	WPCP Development	LS	1	\$1,000.00	\$1,000.00	Yes	
19	237310	WPCP Implementation	LS	1	\$30,000.00	\$30,000.00	Yes	
Main Bio	d (Water Items)					\$1,885,779.00		
20	237310	Rubber Polymer Modified Slurry (RPMS) Type I	SF	114336	\$0.60	\$68,601.60	Yes	
21	237310	Rubber Polymer Modified Slurry (RPMS) Type II	SF	168358	\$0.65	\$109,432.70	Yes	
22	237310	Rubber Polymer Modified Slurry (RPMS) Type III	SF	54022	\$0.85	\$45,918.70	Yes	
23	237310	Pavement Restoration Adjacent to Trench	SF	4300	\$10.00	\$43,000.00	Yes	
24	237310	Asphalt Pavement Repair	TON	20	\$350.00	\$7,000.00	Yes	
25	237310	Crack Seal	LB	1587	\$21.00	\$33,327.00	Yes	
26	237310	Historical and Contractor Date Stamps and Impressions	EA	2	\$200.00	\$400.00	Yes	
27	237310	Cross Gutter	SF	913	\$24.00	\$21,912.00	Yes	
28	237310	Curb Ramp (Type B) with Detectable Warning Tiles	EA	5	\$6,000.00	\$30,000.00	Yes	
29	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	8	\$6,000.00	\$48,000.00	Yes	
30	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	9	\$6,000.00	\$54,000.00	Yes	
31	237310	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,000.00	\$10,000.00	Yes	
32	237310	Curb Ramp Modified (Type C2 , Per [D-16]& [D-17]) with Detectable Warning Tiles	EA	2	\$9,500.00	\$19,000.00	Yes	
33	237310	Curb Ramp Modified (Type B, Per [D-17]) with Detectable Warning Tiles	EA	1	\$6,000.00	\$6,000.00	Yes	
34	237310	Curb Ramp Modified (Type D, Per [D-15]) with Stainless Steel Detectable Warning Tiles	EA	1	\$5,000.00	\$5,000.00	Yes	
35	237310	Curb Ramp Modified (Type D, Per [D-16]) with Stainless Steel Detectable Warning Tiles	EA	1	\$5,000.00	\$5,000.00	Yes	
36	237310	Curb Ramp (Type A) with 8' Min. Stainless Steel Detectable Warning Tiles	EA	2	\$9,000.00	\$18,000.00	Yes	
37	237310	Curb Ramp (Type C1) with 8' Min. Stainless Steel Detectable Warning Tiles	EA	1	\$9,000.00	\$9,000.00	Yes	
38	238210	Relocate/Replace Pedestrain Push Button	EA	3	\$2,400.00	\$7,200.00	Yes	
39	238210	Remove Existing Push Button and Head	EA	2	\$600.00	\$1,200.00	Yes	
40	238210	Remove and Relocate Existing Identification Sign and Post	EA	1	\$500.00	\$500.00	Yes	
41	237310	Coffer Box and Cover	EA	1	\$4,000.00	\$4,000.00	Yes	
42	237110	Abandon and Fill Existing Water Main Outside of the Trench Limit	LF	1560	\$10.00	\$15,600.00	Yes	
43	237110	Handling and Disposal of Non-friable Asbestos Material	LF	4696	\$12.00	\$56,352.00	Yes	
44	237110	Water Main (8 Inch)	LF	3217	\$115.00	\$369,955.00	Yes	
45	237110	Water Main (12 Inch)	LF	1126	\$150.00	\$168,900.00	Yes	
46	237110	Water Main (16 Inch)	LF	15	\$500.00	\$7,500.00	Yes	
47	237110	Water Main 8 Inch, Class 305)	LF	452	\$125.00	\$56,500.00	Yes	
48	237110	Fire Hydrant Assembly and Marker (6 inch) 2 Ports	EA	6	\$11,000.00	\$66,000.00	Yes	
40	23/110	The Hydralit Assembly and Market (Ullibli) 2 Pults	LA	· ·	\$11,000.00	300,000.00	169	

AC Water and Sewer Group 1023B (K-23-2079-DBB-3), bidding on 12/01/2022 2:00 PM (PST)

Item #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
49	237110	-	Fire Hydrant Assembly and Marker (6 inch) 3 Ports	EA	5	\$13,500.00	\$67,500.00	Yes	
50	237110		Remove Existing Fire Hydrant	LF	1	\$1,000.00	\$1,000.00	Yes	
51	237110		Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	EA	1	\$1,000.00	\$1,000.00	Yes	
52	237110		Fire Service Connection and Assembly (4 Inch)	EA	6	\$5,000.00	\$30,000.00	Yes	
53	237110		Water Service (1 Inch)	EA	108	\$2,700.00	\$291,600.00	Yes	
54	237110		Water Service (2 Inch)	EA	5	\$5,000.00	\$25,000.00	Yes	
55	237110		Water Service Transfer (8 Inch)	EA	1	\$6,000.00	\$6,000.00	Yes	
56	237110		Blow-Off Valve Assembly (2 Inch)	EA	2	\$5,000.00	\$10,000.00	Yes	
57	237310		Removal of Traffic Striping and Curb Markings	LF	20	\$20.00	\$400.00	Yes	
58	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$7,000.00	\$7,000.00	Yes	
59	237310		Painted Traffic Stripes and Painted Curb Markings	LF	24	\$15.00	\$360.00	Yes	
60	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$10,000.00	\$10,000.00	Yes	
61	237310		Continental Crosswalks	SF	520	\$6.00	\$3,120.00	Yes	
62	237310		Additional Pavement Removal and Disposal	CY	2	\$500.00	\$1,000.00	Yes	
63	238910		Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)	EA	1	\$5,000.00	\$5,000.00	Yes	
64	237110		Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)	EA	36	\$200.00	\$7,200.00	Yes	
65	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	30	\$650.00	\$19,500.00	Yes	
66	238210		Temporary Detection System	EA	5	\$16,000.00	\$80,000.00	Yes	
67	237310		Pedestrian Barricade (Type A)	EA	3	\$1,100.00	\$3,300.00	Yes	
68	237110		Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger.	LS	1	\$5,000.00	\$5,000.00	Yes	
69	237110		Pavement Restoration for Final Connection	SF	700	\$15.00	\$10,500.00	Yes	
70	238910		Removal and Disposal of Railroad Tracks	LF	140	\$100.00	\$14,000.00	Yes	
Main B	id (Sewer Ite	ems)					\$175,713.00		
71	237110		Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$3,000.00	\$3,000.00	Yes	
72	237110		Sewer Main (8 Inch, SDR-26)	LF	487	\$150.00	\$73,050.00	Yes	
73	237110		Manhole (4 ft x 3 ft)	EA	2	\$9,000.00	\$18,000.00	Yes	
74	237110		Sewer Lateral and Cleanout (4 Inch, Alley)	EA	20	\$2,500.00	\$50,000.00	Yes	
75	237110		Cleaning and Video Inspection of Existing Pipelines and Culverts	LF	601	\$7.00	\$4,207.00	Yes	
76	237110		Video Inspection of Pipelines and Culverts for Acceptance	LF	601	\$6.00	\$3,606.00	Yes	
77	237110		Rehabilitate Sewer Main (8 Inch)	LF	115	\$150.00	\$17,250.00	Yes	
78	237110		Service Lateral Connection	EA	3	\$2,200.00	\$6,600.00	Yes	
Additiv	e Alternate	A					\$202,400.00		
79	237110		Contractor Furnished Materials for the City Forces High-line Work	LF	8450	\$4.00	\$33,800.00	Yes	
80	237110		High-lining Installation by the Contractor	LF	8450	\$5.00	\$42,250.00	Yes	
81	237110		High-lining Removed by the Contractor	LF	8450	\$3.00	\$25,350.00	Yes	
82	237110		Connections to The Existing System by Contractor (8 Inch through 12 Inch)	EA	9	\$5,000.00	\$45,000.00	Yes	
83	237110		Connections to The Existing System by Contractor (16 Inch)	EA	1	\$6,000.00	\$6,000.00	Yes	
84	237110		Cut and Plug by Contractor	EA	10	\$5,000.00	\$50,000.00	Yes	
Additiv	Additive Alternate B								
85	237310		Asphalt Concrete Overlay	TON	294	\$170.00	\$49,980.00	Yes	
86	237310		Cold Mill AC Pavement (> 1½ inch - 3 inch)	SF	23474	\$0.80	\$18,779.20	Yes	
Deductive Alternate C							(\$35,436.14)		
87	237310		Rubber Polymer Modified Slurry (RPMS) Type I (Deductive)	SF	-23474	\$0.52	(\$12,206.48)	Yes	
88	237310		Rubber Polymer Modified Slurry (RPMS) Type II (Deductive)	SF	-23474	\$0.59	(\$13,849.66)	Yes	
89	237310		Crack Seal (Deductive)	LB	-169	\$20.00	(\$3,380.00)	Yes	
90	237310		Asphalt Pavement Repair (Deductive)	TON	-20	\$300.00	(\$6,000.00)	Yes	

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Line Item Subtotals

Section Title	Line Total
Main Bid	\$612,784.94
Main Bid (Water Items)	\$1,885,779.00
Main Bid (Sewer Items)	\$175,713.00
Additive Alternate A	\$202,400.00
Additive Alternate B	\$68,759.20
Deductive Alternate C	(\$35,436.14)
Grand Total	\$2,910,000.00