Ortiz Corporation Mr. Marcelino E. Ortiz, President 2000 McKinley Avenue National City, CA 91950

City VI Dan D1 80

CONTRACTOR'S	NAME:
ADDRESS:	
TELEPHONE NO.	FAX NO.:
CITY CONTACT:	DAMIAN SINGLETON, Contract Specialist, Email: DSingleton@sandiego.gov
_	Phone No. (619) 533-3482, Fax No. (619) 533-3633
	SGamueda/RWBustamante/egz

CONTRACT DOCUMENTS

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FOR

ORIGINAL

SEWER GROUP 767A

VOLUME 1 OF 2

BID NO.:	K-15-1326-DBB-3	
SAP NO. (WBS/IO/CC):	B-11077	
CLIENT DEPARTMENT:	2012	
COUNCIL DISTRICT:	3 & 9	
PROJECT TYPE:	JA	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM MAY 28, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

For City Engineer

418/18

Seal



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **Sewer Group 767A** (Project).
- 2. SUMMARY OF WORK: The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
- 3. 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.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

4.1. 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	6.8%
2.	ELBE participation	15.5%
3.	Total mandatory participation	22.3%

- 4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: http://www.sandiego.gov/eoc/
- **4.3.** The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
 - **4.3.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - **4.3.2.** Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good

faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

5. PRE-BID MEETING:

- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts Conference Room, at 1010 Second Avenue 14th Floor, San Diego, CA 92101 at 10:00 AM, on MAY 12, 2015.
- **5.2.** All potential bidders are encouraged to attend.
- 5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- 6.2. 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.
- 7. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 8. 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.
 - 8.1. 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.

- **8.1.1.** 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.
- 8.1.2. 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.
- **8.2. 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.
- 8.3. 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.
 - **8.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **8.4.** 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.

- 8.5. 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 design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- **8.6.** 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.
- 8.7. 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."
- **8.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 8.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
 - **8.9.1.** 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.

9. INSURANCE REQUIREMENTS:

- **9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. PREQUALIFICATION OF CONTRACTORS:

10.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of 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 will be deemed non-responsive and ineligible for award. Complete information and links to the online prequalification application are available at:

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

- 10.2. The completed application must be submitted online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 11. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number		
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01		
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02		
City of San Diego Standard Drawings*	2012	PITS070112-03		
Caltrans Standard Specifications	2010	PITS070112-04		
Caltrans Standard Plans	2010	PITS070112-05		
California MUTCD	2012	PITS070112-06		
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies		
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023		
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml				

Sewer Group 767A Notice Inviting Bids Volume 1 of 2 (Rev. Feb. 2015)

- 12. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 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.
- **14. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- 15. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **16.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid non-responsive and ineligible for award.
- **18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

19. SUBMISSION OF QUESTIONS:

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

Public Works Contracts 1010 Second Avenue, 14th Floor San Diego, California, 92101

Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- **19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 19.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 19.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 20. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 21. 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 with the Notice Inviting Bids and Contract forms.
- **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - 22.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - 22.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - 22.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

22.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

23. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- **23.4.** A Bid received without the specified bid security may be rejected as **non-responsive**.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **24.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **24.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **24.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 24.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 24.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

- **24.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **24.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **24.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

- 25.1. The Bid opening by the City 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 public announcement will be posted in the City's web page http://www.sandiego.gov/cip/index.shtml, with the name of the newly designated Apparent Low Bidder.
- **25.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

26. THE CONTRACT:

- 26.1. 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.
- 26.2. 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.
- 26.3. 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.
- 26.4. 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.
- 26.5. 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. 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.
- 27. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **28. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **28.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **28.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 28.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **28.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **28.5.** 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.
 - **28.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **28.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

29.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

- 29.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.
- 30. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring and emulsion aggregate slurry shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

31. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

32. REQUIRED DOCUMENT SCHEDULE:

- **32.1.** 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.
- **32.2.** 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	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
7.	BID SUBMITTAL DATE/IIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 5 WORKING DAYS OF BID OPENING	3 APPARENT LOW BIDDERS	Contractor's Experience and Past Project Documentation. See Section 500.
12.	WITHIN 5 WORKING DAYS OF BID OPENING	3 APPARENT LOW BIDDERS	Manufacturer Certification per Section 500-1.1.2.1
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement (when required)
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule (Phased Funded Contracts Only)
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
23.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS AGREEMENT

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CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and ORTIZ CORPORATION, herein called "Contractor" for construction of Sewer Group 767A; Bid No. K-15-1326-DBB-3; in the amount of FOUR MILLION SEVEN HUNDRED EIGHTY THREE THOUSAND NINE HUNDRED FOURTY NINE DOLLARS AND 16/100 (\$4,783,949.16), which is comprised of the Base Bid alone.

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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Sewer Group 767A** on file in the office of the Public Works Department as Document No. **B-11077**, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Sewer Group 767A, Bid Number K-15-1326-DBB-3, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

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CONTRACT FORMS (continued)

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
By Stylo Canu	Jan I. Goldsmith, City Attorney By Who le Jana, Jr.
Print Name: Principal Contract Specialist (Acting).	Print Name: Redro De Cara, Jr. Deputy City Attorney
Date: 9/17/15	Date: 8/10/15
CONTRACTOR	
Print Name: AIDA BANGHART	
Title: VICE PRESIDENT	
Date: 06/19/2015	
City of San Diego License No.: <u>B1996008</u> 11	7
State Contractor's License No.: 602454	

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CONTRACT FORMS ATTACHMENTS

Bond No. SDIFSU 0677186 *Premium: \$34,000.00

CONTRACT FORMS ATTACHMENTS PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

Conditions:

If the Principal shall faithfully perform the annexed contract Sewer Group 767A, Bid Number K-15-1326-DBB-3, 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 Chapter 3 of Division 5 of Title 1 of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

CONTRACT FORMS ATTACHMENTS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attorney's fees shoul	d suit be brought to enforce the provisions of this
bond.	
Dated June 17, 2015	
Approved as to Form	Ortiz Corporation
	Principal
	AV JAI
	Aida Banghart - Vice President
	Printed Name of Person Signing for Principal
Jan I. Goldsmith, City Attorney	
By leky Lyma, J.	International Fidelity Insurance Company
Deputy City Attorney	Surety
	By Dan J
	Attorney-in-fact, Bart Stewart
Approved:	13400 Sabre Springs Parkway, Ste. 170
	Local Address of Surety
By & Works (anne	San Diego, CA 92128
Principal Contract Specialist (Acting)	Local Address (City, State) of Surety
	(858) 513-1795
	Local Telephone No. of Surety
	Premium \$_34,000.00
	rasimum ф
	Bond No. SDIFSU 0677186

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POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY, 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MOLLY CASHMAN, BART STEWART

Encinitas, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

STATE OF NEW JERSEY County of Essex

ROBERT W. MINSTER Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casually Company)

CASUALT 1936

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY: that the seals affixed to said instrument are the Corporate Seals of said Companies, that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



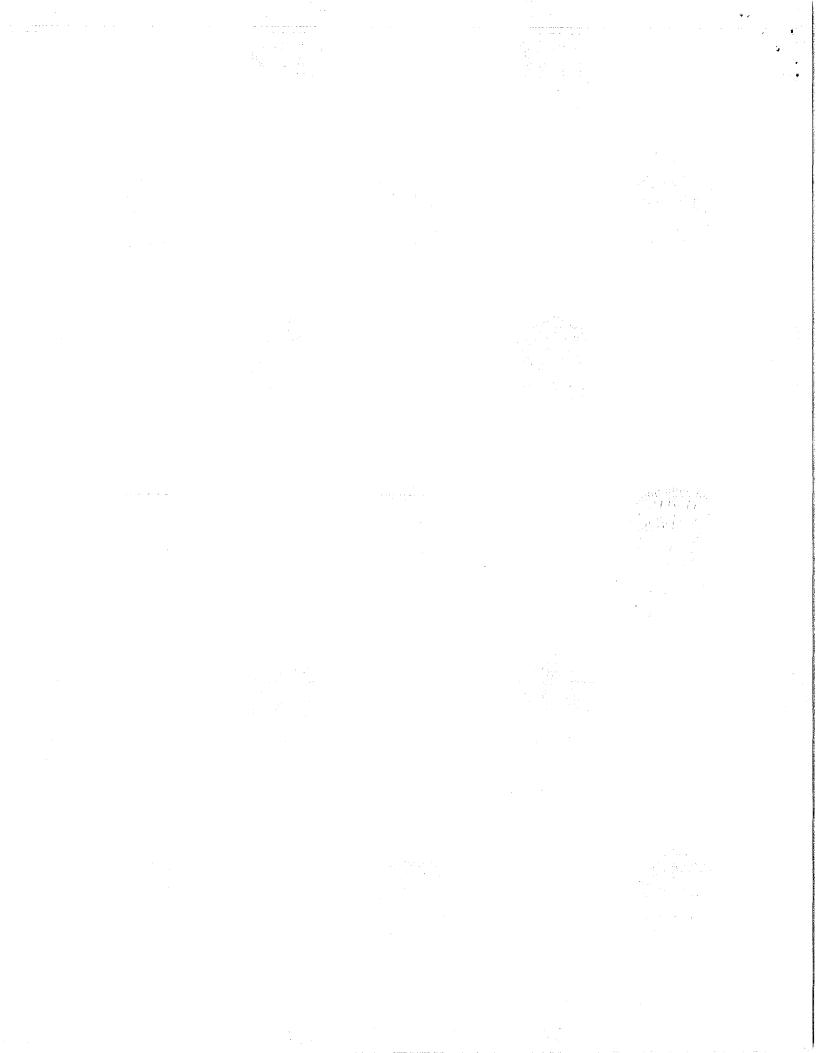
A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

CERTIFICATION

In the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals, on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect,

TESTIMONY WHEREOF, I have hereunto set my hand this

day of JUNE 2015 Maria M. Levanco



ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

2015 Version www.NotaryClasses.com 800-873-9865

DESCRIPTION OF THE ATTACHED DOCUMENT	State of California	}
personally appeared Bart Stewart who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e)(g)/sare subscribed to the within instrument and acknowledged to me that Description evidence to be the person(e) whose name(e)(g)/sare subscribed to the within instrument and acknowledged to me that Description evidence to the same ind(g)/sher/their authorized capacity(iee), and that by firsther/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Notary Public Signature (Notary Public Seal) INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgenet for other states may be completed for documents and county whore to other state may be completed off or documents and then your title (notary public). The notary public must public for exknowledgment is completed. The notary public must public for exknowledgment is completed. The notary public must public for exknowledgment is completed. The notary public must public for exknowledgment is completed. The notary public must public for exknowledgment is completed. The notary public must public for exknowledgment is completed. The notary public must public for exknowledgment is constituted in formation may lead to rejection of document as it appears within his or he commission followed by a comme and then your title (notary public). The notary public must match the signature on file with the office-the county clerk. Additional information is not required but could help to ensure the acknowledgment form. Signature of the notary public must match the signature on file with the office-the county clerk. Additional information is not required but could help to ensur	County of San Diego	. }
who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e)(E)are subscribed to the within instrument and acknowledged to me that the law behalf of within instrument and acknowledged to me that the person(e) and that by (insher/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) 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. WITHES my hand and official seal. PRITTANY ACEVES Commission in College Country Public Signature (Notary Public Signature (Notary Public Seal) PRITTANY ACEVES Commission Department of the State of California that the foregoing paragraph is true and correct. PRITTANY ACEVES Commission Department of Commission Department of Commission Department of California that the foregoing paragraph is true and correct. INSTRUCTIONS FOR COMPLETING THIS FORM This form complex with current California statutes regarding notary wording and frenched, should be completed of document density and the variety does not require the California notary to violate California notary for violate California notary public unstructive conspleted. The notary public must be the date that the signet(s) personally appear at the time notarization. Include the consultation and the notary public unstructive conductive complete a different acknow	On <u>06/17/2015</u> before me, _	Brittany Aceves, Notary Public (Here insert name and title of the officer)
name(s)(S)/are subscribed to the within instrument and acknowledged to me that newhorthey executed the same infile instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITHESS my hand and official seal. WITHESS my hand and official seal. WITHESS my hand and official seal. INSTRUCTIONS FOR COMPLETING THIS FORM INSTRUCTIONS FOR COMPLETIN		,
## BRITTANY ACEVES Commission No. 2044569 NOTARY PUBLIC. OALIPORNIA ## ADDITIONAL OPTIONAL INFORMATION DESCRIPTION OF THE ATTACHED DOCUMENT	name(s)(s)are subscribed to the within (he)she/they executed the same in(his/her/their signature(s) on the instrum	instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
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CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer ☐ (Title) ☐ Partner(s) ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other ☐ Other ☐ Other ☐ Individual (s) ☐ Indicate the correct singular or plural forms by crossing off incorrect forms (i. he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate the information may lead to rejection of document recording. ● The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines. If seal impression smudges, re-seal if sufficient area permits, otherwise complete a different acknowledgment form. ● Signature of the notary public must match the signature on file with the office of the county clerk. ◆ Additional information is not required but could help to ensure the acknowledgment is not misused or attached to a different document. ◆ Indicate title or type of attached document, number of pages and date.	Number of Pages Document Date	commission followed by a comma and then your title (notary public). • Print the name(s) of document signer(s) who personally appear at the time of
Corporate Officer		• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
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the county clerk. Attorney-in-Fact Trustee(s) Other the county clerk. Additional information is not required but could help to ensure the acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.		sufficient area permits, otherwise complete a different acknowledgment form.
Trustee(s) acknowledgment is not misused or attached to a different document. Therefore there is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.		the county clerk.
corporate officer, indicate the title (i.e. CEO, CFO, Secretary).	☐ Trustee(s)	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a

• Securely attach this document to the signed document with a staple.

ABCROAL MARTHER

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CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE:	Sewer Group 767A
	liar with the requirements of San Diego City Council Policy No. 100-1 ace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Fre cifications, and that;
0	RTIZ CORPORATION
	Name under which business is conducted)
subcontract agreement for t	place program that complies with said policy. I further certify that each his project contains language which indicates the subcontractor' visions of subdivisions a) through c) of the policy as outlined. Signed
	Printed Name AIDA BANGHART
	Printed Name AIDA DAINOI IAINI
	Title VICE PRESIDENT

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE:	Sewer Group 767A
regarding the American With D	or with the requirements of San Diego City Council Policy No. 100-4 isabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2 ", of the project specifications, and that;
OF	RTIZ CORPORATION
(N	ame under which business is conducted)
	that complies with said policy. I further certify that each subcontractins language which indicates the subcontractor's agreement to abide soutlined. Signed
	Printed Name_AIDA BANGHART
	Title VICE PRESIDENT

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

PROJECT TITLE:	Sewer Group 767A
ORTIZICO	perjury that I am authorized to make this certification on behalf of PORATION, as Contractor, that I am familiar with the
outlined in the WHITEB	n Diego Municipal Code § 22.3224 regarding Contractor Standards as OOK, Section 7-13.4, ("Contractor Standards"), of the project ractor has complied with those requirements.
\$50,000 in value has comple	of the Contractor's subcontractors whose subcontracts are greater than eted a Pledge of Compliance attesting under penalty of perjury of having piego Municipal Code § 22.3224.
Dated this 19th Day	y of JUNE , 2015 .
	Signed
	Printed Name AIDA BANGHART
	Title VICE PRESIDENT

AFFIDAVIT OF DISPOSAL

WHEREAS, on the	DAY OF		, 2	the
undersigned entered into and exercises:	ecuted a contract wi	th the City of	San Diego, a muni	cipal corporation,
	Sewer Gro	up 767A		
	(Name of			
as particularly described in SAP No. (WBS/IO/CC) B-110 Contractor to affirm that "all b have been disposed of in a legal surplus materials disposed of:	77; and WHEREA rush, trash, debris,	S, the specificand surplus n	cation of said con naterials resulting	tract requires the from this project
NOW, THEREFORE, in con Contractor under the terms of s surplus materials as described in	aid contract, the un	dersigned Cor	ntractor, does here	by affirm that all
and that they have been disposed	d of according to all	applicable lav	vs and regulations.	
Dated this DAY C	OF		•	
	Contractor			
by				
ATTEST:				
State ofCounty of				
On this DAY OF Public in and for said County an	, 2 d State, duly comm	issioned and s	before the underworn, personally a	rsigned, a Notary
Contractor named in the foregoi to me that said Contractor execu	ng Release, and who	ose name is su	bscribed thereto, a	and acknowledged
Notary Public in and for said Co	ounty and State			

Sewer Group 767A Affidavit of Disposal Volume 1 of 2 (Rev. Feb. 2015)

ATTACHMENTS

Sewer Group 767A Attachments Volume 1 of 2 (Rev. Feb. 2015)

ATTACHMENT A SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK: The project consists of construction or rehabilitation of approximately 13,581 linear feet of 8-inch, 10-inch, and 12-inch gravity sewer mains and associated appurtenances.
 - **1.1.** The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered 36312-01-D through 36312-30-D, 36312-T1-D through 36312-T4-D, inclusive.
- 2. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$4,180,000.
- 3. LOCATION OF WORK: The location of the Work is as follows:

See Appendix E – Location Map.

- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **242 Working Days**.
- 5. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - **5.1.** The City has determined the following licensing classifications for this contract:

Option	Classifications	
1	CLASS A	
2	CLASS C34	
3	CLASS C42	

5.2. The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.

ATTACHMENT B PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2. The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- 1.5. At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- **1.6.** Your failure to perform the following may result in the Bid being rejected as **non-responsive:**
 - 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 - 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

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PHASED FUNDING SCHEDULE AGREEMENT

	THASED FORDING SCHEDO	LE AGREEN	LEIVI.				
Check one:							
	First Phased Funding Schedule Agreement						
	Final Phased Funding Schedule Agreement						
Particulars le phase will be subsequent S	HIS IS A SAMPLE PHASED FUNDING the blank in this sample, the total number of the filled with funding specific information a chedules, required by these Bid Documents ER:	of phases, and a sthe result of and approved b	the amounts assi the Pre-Award S	gned to each			
CONTRAC	T OR TASK TITLE:						
CONTRAC	ГОR:						
Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount			
1				\$			
	Additional phases to be added						
	to this form as necessary.	-					
			Total	\$			
Notes: (1) (2) (3)	City Supplement 9-3.6, "PHASED FUND The total of all funding phases shall be e BID SCHEDULE 1 - PRICES. This PHASED FUNDING SCHEDULE CONTRACT and shall only be revised b	qual to the TO	ΓAL BID PRICE Γ will be incorpo	as shown on rated into the			
CITY OF SA	N DIEGO	CONTRACTO)R				
Ву:		By:					
		Name:					
Department 1		Title:					
Date:							

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

 	 <u>.</u>			

PHASED FUNDING SCHEDULE AGREEMENT

Check one:		·			
	First Phased Funding Schedule	Agreement			
	Final Phased Funding Schedule	Agreement			
Particulars le	EIIS IS A SAMPLE PHASED FUNDS eft blank in this sample, the total number of the filled with funding specific information as the schedules, required by these Bid Documents	of phases, and the state of	the amounts assi the Pre-Award S	igned to each	
BID NUMB	ER:				
CONTRAC'	T OR TASK TITLE:				
CONTRAC'	TOR:				
Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount	
1				\$	
	Additional phases to be added			,	
	to this form as necessary.				
			Total	\$	
Notes: (1) (2) (3)	City Supplement 9-3.6, "PHASED FUN The total of all funding phases shall be a BID SCHEDULE 1 - PRICES. This PHASED FUNDING SCHEDULE CONTRACT and shall only be revised by	equal to the TOTE AGREEMENT	TAL BID PRICE will be incorpo	E as shown on orated into the	
CITY OF SA	AN DIEGO	CONTRACTO	R		
By:		By:			
	Project Manager	Name:			
	Name:	Title:			
Date:					

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

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ATTACHMENT C EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

- 1. Nondiscrimination in Contracting Ordinance.
 - 1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

- 2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.
- 3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
- 4. The Contractor further agrees 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. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees 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. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and 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 of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. If a Work Force Report is submitted, and the City determines there are underrepresentations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 - 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

- 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
- 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
- 8. The Contractor disseminates its EEO Policy to union and community organizations.
- 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
- 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- 11. The Contractor maintains 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.
- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
- 16. The Contractor ensures 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.

ATTACHMENT D INTENTIONALLY LEFT BLANK

ATTACHMENT E SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

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

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
 - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-5.3.1 General. To the City Supplement, ADD the following

- 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

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

2-7 SUBSURFACE DATA. ADD the following:

- 4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 - 1. Report of Geotechnical Evaluation dated March 22, 2013 by Ninyo & Moore and Associates.
 - 2. Addendum to Geotechnical Evaluation dated February 09, 2015 by Ninyo & Moore and Associates.
- 5. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

ftp://ftp.sannet.gov/OUT/Sewer%20Group%20767A/

6. The alignment of this project is adjacent to a previous project that encountered difficult soil conditions including excessive caving. In addition to the reports above, the Contractor shall hire a licensed geotechnical engineer to conduct Additional Subsurface Investigations at the Work Site and shall submit shoring plans per section 2-5.3 and 7-10.4.2.2. The Contractor shall protect all utilities. The Contractor shall use the lightest equipment possible on trench areas where the depths are greater than 10 ft.

The payment for additional subsurface investigations shall be paid for as an allowance under "Additional Subsurface Investigations – Type I." The contractor shall submit invoices for reimbursement for this work.

2-11.1.1 General. To the City Supplement, item 2, ADD the following:

Time lapse video robotic cameras must provide a clear view of backfill and compaction operations. When this is not possible if camera is mounted on excavator, camera must be mounted on a portable tower or similar device and repositioned as Work progresses.

2-14.3 Coordination. To the City Supplement, ADD the following:

Other adjacent City projects are scheduled for construction for the same time period in the vicinity of the Sewer Group 767A project alignment. See Appendix "F" for approximate location. Coordinate the Work with the adjacent project(s) as listed below:

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- a) Otay 1ST Pipeline, Brian Vitelle (619-533-7413)
- b) Cherokee Street Improvements, Alex Sleiman (619-533-4618)
- c) 34TH & 35TH at Madison Avenue Improvements, Alex Sleiman (619-533-4618)

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the City Supplement, ADD the following:

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

ADD:

4-1.6 Trade Names or Equals. ADD the following:

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) no later than 5 Working Days after the determination of the Apparent Low Bidder and on the City's Product Submittal Form available at:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplement, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) 34th Street from Meade Ave to Monroe Ave from March 4, 2011 to March 4, 2016 (inclusive).
- **General.** To the City Supplement, ADD the following:
 - 5. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 **LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

7-3.1 Policies and Procedures.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance must 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 must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You must 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 must be outside the limits of the policy.

7-3.2.3 Contractors Pollution Liability Insurance.

- 1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
- 3. For approval of a substitution of Subcontractor's insurance, you must 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 must not exceed \$25,000 per claim.
- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- 6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for

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Attachment F. Supplementary Special Provisions

cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- 7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

- 7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.
- 7-3.5 Policy Endorsements.
- 7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- 7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

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- 7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must 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 must be in excess of your insurance and must not contribute to it.
- 7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must 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 must provide cross-liability coverage.
- 7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies must 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 must be in excess of your insurance and must not contribute to it.
- 7-3.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies must provide that your insurance must 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 must provide cross-liability coverage.
- 7-3.6 Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- **7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **T-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:
- 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.
 - 1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials,

and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance must be not less than the following:

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- 7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.
- 7-5 **PERMITS, FEES, AND NOTICES.** To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

- 1. Caltrans Permit, see Appendix G
- 2. Replumb Agreements, see Appendix K
- 7-8.6 Water Pollution Control. ADD the following:
 - 1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.
- 7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 34".
- 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

- 1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. The Contractor will perform the community outreach activities required throughout the Contract Time. The Contractor shall assign a staff member who will perform the required community outreach services.
- 3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

Example duties of the Contractor include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction Meeting, attending 2 community meetings, responding to community questions and complaints related to Contractor activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx.

- 4. The Contractor shall execute the Information Security Policy Acknowledgement Form For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
- 5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDShare site within 24 hours.

Copies of email communications shall be saved, individually, on to the City's SDShare site as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

- 6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 5 days of Limited Notice to Proceed.
- 7-16.1.1 Pre-Construction Open House. Prior to start of construction, the Contractor shall schedule and facilitate an open house to receive feedback on how to best mitigate construction impacts to the community, provide a project overview, and a preliminary project schedule.
 - 1. The open house shall be conducted within the community. The contractor shall be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.
 - 2. The location, date, and time of the open house shall be coordinated with the Resident Engineer and Project Manager.

7-16.1.2 Quality Assurance.

- 1. During the course of community outreach, the Contractor shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.) on behalf of the Contractor shall:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing.
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.1.3 **Submittals.**

- 1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.

- 2. The Contractor will use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.
- 7-16.1.4 Weekly Updates Recipients. 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:

Francis Marquez, Project Engineer, FMarquez@sandiego.gov

Resident Engineer, TBA, XXX@sandiego.gov

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

- 1. The Contractor shall post Project Identification Signs in accordance with section 7-10.6.2
- 2. The Contractor shall notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
- 3. The Contractor shall furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 days of the completion of your construction activities where work was performed, the Contractor shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
- 4. The Contractor shall leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.

- 5. Door Hanger Material: The Contractor shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 6. Mailed Notice Material: The Contractor shall use Cougar by Domtar, Item Number 2834 or approved equal.
- 7. For all Work on private property, the Contractor shall contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, the Contractor shall re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
- 8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

- 1. The Contractor shall coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
- 2. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
- 3. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
- 4. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
- 5. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.2.3 Communications with Media.

- 1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
- 2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
- 3. In the event that media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.

- 4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
- 5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
- 6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
- 7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

7-16.3 Exclusive Community Liaison Services.

If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be to implement 7-16.2, "Community Outreach Services" and as follows:

- 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
- 2. Prepare and present of materials in coordination with the Resident Engineer.
- 3. Respond to community questions and complaints related to Contractor activities.
- 4. Create and maintain online Project webpage and newsletter to include:
 - a) Updates on the progress of work.
 - b) 1-month look-ahead schedule,
 - c) Contact names and phone numbers, and
 - d) Any other information which may be of interest to the public for this purpose.
- 5. Write, edit, update, or produce brochures, pamphlets and news releases.
- 6. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDShare site.
- 7. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email),

- phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
- 8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
- 9. Attendance at pre-construction, community and stakeholders meetings.
- 7-16.3.2 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) as specified within 5 days of the Limited Notice to Proceed (LNTP).
- 7-16.4 Payment. The Payment for the Community Outreach Service is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."
- 7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

- 9-3.2.5 Withholding of Payment. To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:
 - Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1

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Attachment E - Supplementary Special Provisions

Attachment E - Supplementary Special Provision Volume 1 of 2 (Rev. Dec. 2014)

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 207 - PIPE

FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE. DELETE in its entirety.

SECTION 300 – EARTHWORK

- **Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 302 – ROADWAY SURFACING

PREPARATORY REPAIR WORK. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 PREPARATORY REPAIR WORK.

- 1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
- 2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
- 3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose

firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

- 4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
- 5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
- 6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
- 7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
- 8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
- 9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large

- enough (a minimum of the machine drum width) and when approved by the Engineer.
- d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No

- payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
- 2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
- 3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
- 4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
- 5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
- 6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.
- 302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.
- **302-5.1.2 Measurement and Payment.** To the City Supplement, DELETE in its entirety.
- Measurement and Payment. To the City Supplement, item c), ADD the following:

 Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1

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OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

306-1.1.6 Bracing Excavations. To the City Supplement, ADD the following:

4. If the caving of soils outside of the trench occurs causing the trenchline to widen, the contractor shall stop work and notify their geotechnical engineer to come onsite and provide recommendations to implement which intend to mitigate the issue.

306-1.6 Basis of Payment for Open Trench Installations. ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

- **306-1.8.3 Polyurethane Lining.** To the City Supplement, item 5, DELETE in its entirety.
- **306-22 PIPE FUSION.** DELETE in its entirety.

SECTION 500 - PIPELINE

General. To the City Supplement, (1) (a), ADD the following:

The felt and resin system shall be selected from those listed in the City's approved material list.

500-1.1.2.1 Initial Submittals. To the City Supplement, ADD the following:

Within 5 Working Days of the Bid opening date, the three apparent low bidders shall submit the following:

- Contractor's Experience; past project documentation
- Manufacturer Certification
- Authorize Installer Certificates

500-1.1.5 Video Inspection. To the City Supplement, after the last paragraph, ADD the following:

During the pre-installation video the contractor must identify all existing protruding laterals with the existing main and trim them flush to the main prior to rehabilitation. The cost of trimming the existing laterals will be included in the pipe rehabilitation bid item.

- 500-1.1.9 Measurement and Payment. Third Paragraph, DELETE in its entirety.
- **Sewer Bypassing and Dewatering.** DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents, the Contractor shall bypass the sewer flow around the Work and dewater the Site in conformance with 704, "SEWAGE SPILL PREVENTION" and 705-2.1, "General."

Service Laterals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-1.6 Service Lateral Rehabilitation.

500-1.6.1 General.

- a) The rehabilitation shall be accomplished using a fabric or fiberglass tube of particular length and a thermoset resin with physical and chemical properties appropriate for the application without excavation and disturbing surface improvements. The tube is vacuum impregnated with the resin. Access to an upstream end of the service lateral is made by excavation in the public right of way. Installation of the resin-impregnated tube into the service lateral may be performed either by Type A inversion in accordance with ASTM F1216 or by Type B pull-in in accordance with ASTM F 1743, and may be performed from either the mainline or the excavated end of the lateral.
- b) The cured-in-place liner shall extend the entire length of the lateral from the access point to the mainline. The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface. Once the tube or resin composite is cured, the installation equipment shall be removed and the protruding end in the collector shall be cut using a robotic cutting device. A sewer cleanout in accordance with the Standard Drawing SDS-102 "Sewer Lateral Cleanout (In Driveway, Paved Alley, Sidewalk, or Other Area Subject to Traffic)" or SDS-103 "Sewer Lateral Cleanout Outside Traveled Way" shall be installed at the access point and properly backfilled.

A lateral rehabilitation including the installation of lateral cleanout and backfill process should be completed within 15 Working Days.

- c) The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface.
- d) If there is a SLC in place, then the cured-in-place lateral liner shall have a minimum overlap of 2" over the previously installed SLC sewer main lateral connection.

500-1.6.2 Material.

a) The tube shall consist of one or more layers of flexible needled felt, or an equivalent material. Where the tube is fabricated from non woven felt, the longitudinal and circumferential joints are made up by seal bonding. The tube shall be capable of conforming to bends, off-set joints, bells, and disfigured pipe sections. The resin and catalyst system as designed for the specific application shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."

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b) The composite of the materials above shall, upon installation inside the host pipe, shall exceed the minimum test standards specified in Table 500-1.4.2 (A).

500-1.6.3 Installation Procedures (ASTM F1216-98 and ASTM F1743).

- a) The Property Owner of the lateral being reconstructed shall be informed, and the flow stopped, for the period of reconstruction work.
- b) The Contractor shall excavate an access pit at the appropriate upstream point on the service lateral in accordance with the reconstruction length determined by the Engineer.
- c) The Contractor shall always clean and color video the lateral line immediately prior to reconstruction and determine the structural condition of the pipeline. Roots, debris, and protruding service connections shall be removed prior to reconstruction.
- d) The tube shall be inspected for torn or frayed sections. The tube in good condition shall then be vacuum impregnated with the thermoset resin.
- e) No open pans or uncontrolled open-air pouring of resin shall be allowed during tube saturation. Resin shall be contained within the inflation bladder during vacuum impregnation and insertion. The Contractor shall ensure that no public property is exposed to contamination by liquid resin compounds or components.
- f) The saturated tube along with the inflation bladder shall be inserted into the installation equipment and the end closed. The entire installation equipment shall be placed in the pipe access pit and aligned with the exposed end of the pipe.
- g) The resin and tube shall be completely protected during the placement. The resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the placement.
- h) The tube shall be installed from the installation equipment by controlled air, water or steam pressure as in accordance with manufacturer instructions. The installation shall be stopped when the tube extends the entire length of the lateral section to be lined. The tube is held tightly in place against the wall of the host pipe by the pressure until the cure is complete.
- i) When the curing process is complete, the pressure is released and the inflation bladder reverted back into the installation equipment and removed from the access point.
- j) No barriers, coatings, or any material other than the cured tube or resin composite specifically designed for desirable physical and chemical resistance properties shall be left in the host pipe. Any materials used in the installation other than the cured tube or resin composite shall be removed.
- k) Any cured tube or resin composite pipe left protruding from the service connection shall be trimmed back using a hydraulic-powered robotic cutting device specifically designed for cutting cured-in-place pipe made from these materials.
- A second color video inspection shall be performed to verify the proper cure of the material, the proper trim of service connection, and the integrity of the seamless pipe.

- m) The bypass pumping system shall be removed and the sewer flows restored to normal flow conditions. The service lateral pipes shall be coupled together. The excavation shall be properly backfilled. The property owner of the service connection shall be informed when the Work is complete.
- **Deviations.** If pre-installation inspection reveals conditions in the service lateral to be substantially different than those used in the design of wall thickness, tube construction, tube length, or resin system; then the Contractor shall correct the situation as approved by the Engineer.
- Acceptance. Upon completion, the Contractor shall deliver the video records and written reports to the Engineer. The Engineer shall review the documentation and the Site to determine if the Work is complete and the work may be accepted.

500-1.6.6 Payment.

- a) Payment for the Sewer Lateral Lining covered under 500-1.6, "Service Laterals Rehabilitation" shall be made per each lateral.
- b) The payment for the installation of a sewer cleanout at the access point and televising of the service laterals shall be included in the following Bid item:

Service Lateral Lining with Cleanout

- c) Payment for in-situ point repairs shall be included in the bid price for insitu point repairs and paid for in accordance with 500-1.1.9, "Measurement and Payment" and 500-1.2.7, "Payment."
- **500-1.7.10** Payment. To the City Supplement, DELETE in its entirety.
- **500-1.10.7 Payment.** To the City Supplement, DELETE in its entirety.
- **500-1.13.10** Payment. To the City Supplement, DELETE in its entirety.
- **SERVICE LATERAL CONNECTION SEALING.** DELETE in its entirety and SUBSTITUTE with the following:
- 500-4 SERVICE LATERAL CONNECTION (SLC) SEALING.

500-4.1 General.

1. SLC is the interface of the house sewer lateral with the main sewer. SLC to rehabilitated sanitary sewer lines shall be sealed, normally without excavation, by the installation of a resin-impregnated, flexible, felt tube or fiberglass tube installed into the existing service lateral. The tube shall form a "tee" section with a full lap inside the main pipe and shall extend continuously from the sewer main into the lateral for a minimum of 4". SLC may be a combination of "tees" or "wyes" of varying angle. The resin shall be cured to form the tube into a hard impermeable pipe-within-a-pipe. When cured, the SLC shall seal the connection of the lateral to the mainline in a continuous tight-fitting, watertight pipe-within-a-pipe to eliminate any visible leakage between the lateral and mainline and shall provide a leak-proof seal designed for a minimum 50-year life to prevent root intrusion, infiltration, and exfiltration between a liner and a host pipe.

- 2. Prior to cleaning and pre-rehab video inspection, the Contractor shall submit a detailed operational plan for the proposed cleaning of all roots inside the pipe and around the service connection for the Engineer's approval. After cleaning, the Contractor shall proceed with lining of the pipe and reinstating all live service connections. The service connection openings shall conform to the shape and the size of the inside diameter of the existing service connection. Contractor shall use a wire brush or other methods and equipment as recommended by other lining system providers, or other approved means and methods to provide a smooth opening for connecting the lateral to the newly lined pipeline.
- 3. The Contractor shall trim all protruding laterals which interfere with the lining installation, as flush with the pipe interior as practicable.
- Reference Specification. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof and shall meet the chemical resistance requirements of section 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."

500-4.3 General Corrosion Requirements.

- a) The finished SLC product shall be fabricated from materials which when cured shall be chemically resistant to withstand internal exposure to domestic sewage and shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)" and Table 210-2.4.1 (A).
- b) The SLC product shall be compatible with the lining system materials utilized in the main sewer line.

500-4.4 SLC Materials.

- a) A flexible, felt tube shall be fabricated to neatly fit the internal circumference of the conduit specified by the City. Allowance shall be made for circumferential stretching during insertion.
- b) The SLC connection shall extend minimum 4" from the mainline into the lateral.
- c) The Contractor shall furnish a specially designed, unsaturated polyester or vinyl ester resin, and catalyst system compatible with the SLC process that provides cured physical strengths specified herein.

500-4.5 Physical Properties.

- a) The cured SLC shall conform to the minimum structural standards as listed in Table 500-1.4.2 (A).
- b) No cured-in-place pipe rehabilitation technology shall be allowed that requires bonding to the existing pipe for any part of its structural strength.
- c) Design methods are to be derived for various loading parameters and modes of failure. Equations shall be modified to include deformation in the shape of an oval as a design parameter. The design method shall be submitted to the Engineer for approval prior to the Pre-construction Meeting.

500-4.6 Installation Preparation.

a) The Contractor shall remove internal debris out of the sewer line.

- b) Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the SLC into the pipelines, and it shall be noted so that these conditions can be corrected. A color video and suitable log shall be kept for later reference by the City.
- c) The Contractor, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for SLC is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow without service interruption. The bypass systems shall be approved in advance by the City.
- d) The service lateral shall be inactive during the time of installation.
- e) The Contractor shall clear the line of obstructions that prevent the insertion of the SLC material. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, the Contractor shall make an external point repair excavation to uncover and remove the obstruction. The Contractor shall inform the Engineer prior to the commencement of the Work.
- f) The mainline pipe opening shall be prepared to accept the SLC and the mainline rehabilitated pipe shall be maximized to obtain the best possible connection.
- g) The transition from the mainline pipe to the service lateral shall be smooth and continuous to provide adequate support for the SLC during installation and cure.

500-4.7 SLC Installation.

- a) The resin impregnated tube shall be loaded inside a pressure apparatus. The pressure apparatus, attached to a robotic device, shall be positioned in the mainline pipe at the service connection. The robotic device, together with a television camera, shall be used to align the SLC repair with the service connection opening. Air pressure, supplied to the pressure apparatus through an air hose, shall be used to invert the resin impregnated SLC into the lateral pipe. The inversion pressure shall be adjusted to fully invert the SLC into the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process not to over-stress the tube.
- b) The pressure apparatus shall include a bladder which shall inflate in the mainline pipe, effectively seating the SLC repair against the service connection.
- c) After inversion or pull in is completed, recommended pressure is maintained on the impregnated tube for the duration of the curing process. Curing method shall be compatible with the resin selected. An ultraviolet (UV) light cured, heat cured or ambient cured resin system is typically used.
- d) The initial cure shall be deemed to be completed when the SLC has been exposed to the UV light, heat source or held in place for the time period specified by the manufacturer.

- e) The Contractor shall cool the hardened SLC before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- f) The finished SLC shall be free of dry spots, lifts and delamination. The lateral SLC shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes. Frayed ends of the SLC repair shall be removed prior to acceptance.
- g) During the warranty period, any defects which shall affect the integrity of strength of the SLC shall be repaired at the Contractor's expense in a manner mutually agreed upon by the manufacturer, City, and the Contractor.
- h) After the Work is completed, the Contractor shall provide the City with a video disc showing the completed work including the restored conditions.
- **Clean-Up.** Upon acceptance of the installation work, the Contractor shall reinstate the Site affected by its operations.
- Payment. Payment for SLC sealing systems shall be made at the Contract Unit Price or lump sum price in the Bid for each SLC. The Contract Unit Price or lump sum price in the Bid shall include the installation of the SLC sealing system, surface preparation and repairs, preparation and tape submittal of all pre- and post-construction CCTV inspection, bypassing if required, and testing, unless otherwise specified in the Special Provisions.

SECTION 705 – WATER DISCHARGES

- 705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."
- 705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- 705-2.6.3 Community Health and Safety Plan. See 703-2, "Community Health and Safety Plan."

SECTION 707 – RESOURCE DISCOVERIES

ADD:

The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Mitigated Negative Declaration (MND) for Sewer Group 767 and 767A, as referenced in the Contract Appendix. You must comply with all requirements of the Mitigated Negative Declaration as set forth in the Contract Appendix A.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

APPENDIX A

MITIGATED NEGATIVE DECLARATION



MITIGATED NEGATIVE DECLARATION

Project No. 220910 SCH# N/A

SUBJECT: Sewer Group 767 and 767A: CITY COUNCIL APPROVAL to allow for the installation of approximately 18,050 total linear feet (LF) of 8-inch, 12-inch and 15-inch PVC sewer pipe, which includes approximately: 14,930 LF of replacement of existing vitrified clay pipe at deeper depths of up to 23 feet, and 3,120 LF of new relocated alignment. Approximately 1,120 LF of existing sewer main will be abandoned. Construction of the project will affect portions of the following streets in the Mid-City Normal Heights Community Plan: 33rd Street, Bramson Place, El Cajon Boulevard, Meade Avenue, Bancroft Street, 33rd Place, Monroe Avenue, 32nd Street, Madison Avenue, East Mountain View Drive, Collier Avenue, adjacent alleys, and several city easements. Easement acquisition is not required for this project. Related work will include construction of new manholes, replacement and re-plumbing of sewer laterals, installation of curb ramps, pavement restoration, traffic control, and storm water best management practices. Applicant: City of San Diego, Engineering and Capital Projects, Right-of-Way Division.

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.

III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): PALEONTOLOGICAL RESOURCES. The project proposal requires the implementation of specific mitigation identified in Section V of this Mitigated Negative Declaration (MND). The project as presented avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report (EIR) would not be required.

IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

V. MITIGATION, MONITORING AND REPORTING PROGRAM:

A. GENERAL REQUIREMENTS – PART I Plan Check Phase (prior to permit issuance)

- 1. Prior to the issuance Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
- 2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
- 3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

http://www.sandiego.gov/development-services/industry/standtemp.shtml

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

B. GENERAL REQUIREMENTS – PART II Post Plan Check (After permit issuance/Prior to start of construction)

1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

Paleontologist

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the Field Engineering Division 858-627-3200
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) 220910, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

Note:

Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

- 3. OTHER AGENCY REQUIREMENTS: Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

 Not Applicable for this project.
- 4. MONITORING EXHIBITS: All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the LIMIT OF WORK, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
- 5. OTHER SUBMITTALS AND INSPECTIONS: The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

Issue Area	Document submittal	Associated Inspection/Approvals/Note
General	Consultant Qualification Letters meeting	Prior to Pre-construction
General	Consultant Const. Monitoring	Prior to or at the Pre-Construction meeting
Paleontology	Paleontology Reports	Paleontology observation
Final MMRP	•	Final MMRP Inspection

PALEONTOLOGICAL RESOURCES

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD

- 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
- 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
- 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

- 1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)

The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.

3. Identify Areas to be Monitored

a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of

- grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
- b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
- c. MMC shall notify the PI that the PME has been approved.
- 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
- 5. Approval of PME and Construction Schedule After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 - 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.
 - 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 - 3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
 - 1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 - 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.

- 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
 - 1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources Pipeline Trenching Projects

 The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
 - 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during

the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.

d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

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

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 - The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
 The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

- 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
- 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
- 4. MMC shall provide written verification to the PI of the approved report.
- 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
 - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 - 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
 - 1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 - 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

City of San Diego:

Council District 3, Councilmember Gloria

Development Services Department

Engineering and Capital Projects Department

Other

San Diego City Schools

Branch Library (MS 17)

University Heights Branch Library (MS 81KK)

San Diego Natural History Museum (213)

Normal Heights Community Planning Committee (291)

Normal Heights Community Association (292)

John Stump (304)

San Diego Gas and Electric (SDGE) (114)

Metropolitan Transit Development Board (115)

San Diego Transit Corporation (112)

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- () Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (X) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft **Mitigated Negative Declaration**, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.

Myra/Iermann, Senior Planner
Development Services Department

December 23, 2010
Date of Draft Report

January 24, 2011 Date of Final Report

Analyst: J. Szymanski

Attachments:

Figure 1- Sewer Group 767 Figure 2- Sewer Group 767A Initial Study Checklist

Szymanski, Jeffrey

From:

Suzanne Ledeboer [sledeboer1@att.net] Friday, January 14, 2011 11:07 AM

Sent: To:

Szymanski, Jeffrey

Cc:

Vitelle, Brian; jimbaross@cox.net

Subject:

Vitelle, Brian; jimbaross@cox.n Sewer Group 767 and 767A

At their November 2 meeting, the Normal Heights Community Planning Group discussed this project with the Project Engineer, who was provided the day before with a list of the Cultural/Historical Resources that might be impacted by 767. These resources are historical stamps and historical scoring patterns.

- Project 767A has two historical stamps: one near the northwest corner of Hawley Blvd. and Madison by 4622

 Hawley Blvd. It was cut out and put back originally during a Safe Walks to School project. It is from W. A.

 Bethel, 2-40. Judging by its location, it appears to be outside the scope of 767A.
- The other stamp is on the northeast corner of East Mountain View and Alexia Place near 4821 East Mountain View. This stamp is the original name for East Mountain View: Mission Drive, and it is located on top of the curb. I suspect this one will have to be relocated. It is important to Normal Heights because this was the first historical stamp cut out and put back by the Street Division in addition to being one of the few Mission Drive stamps that has not deteriorated over the last 100 years.

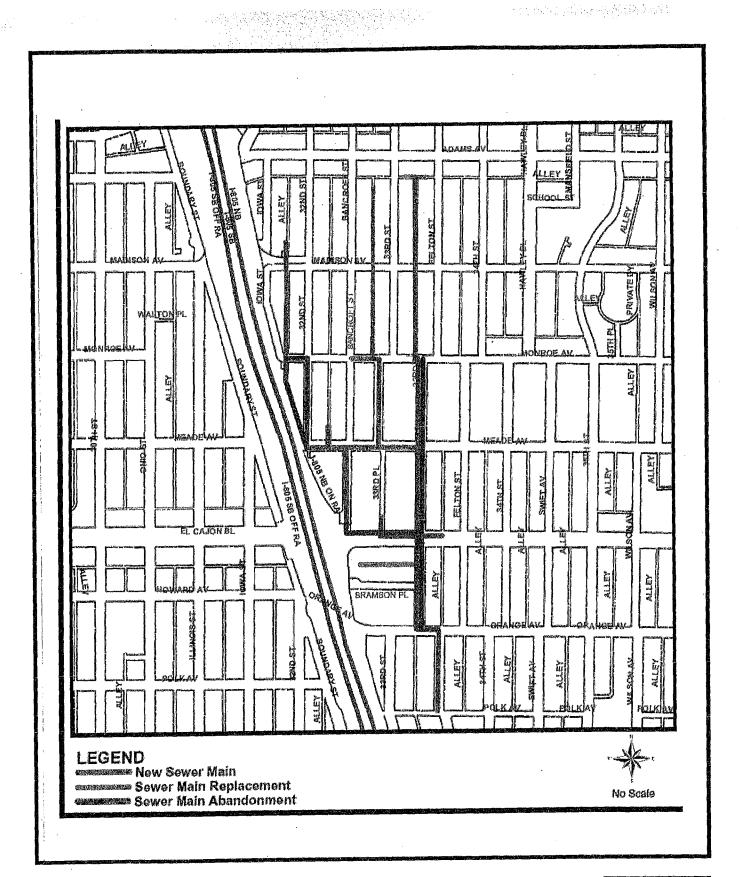
Suzanne Ledeboer 3540 Eugene Place San Diego, CA 92116

619-280-7312

Response to Comments

SUSZANNE LEDEBOER (January 14, 2011)

- The concrete stamp located near the northwest corner of Hawley Boulevard and Madison Avenue is located outside of the scope of work for the Sewer Group 767 and 767a project and would not be impacted.
- 2. The applicant department's project engineer has verified that the concrete stamp on the northeast corner of East Mountain View and Alexia Place would not be disturbed as the curb ramp at this corner is ADA compliant. Furthermore, The City of San Diego's Municipal Code ordinance (Section 142.0670) requires that all new sidewalks match the existing historic color, scoring pattern and texture of existing sidewalks and that sidewalk stamps are protected. The ordinance applies throughout all urbanized areas of the City, regardless of whether or not the project is in a historic district.





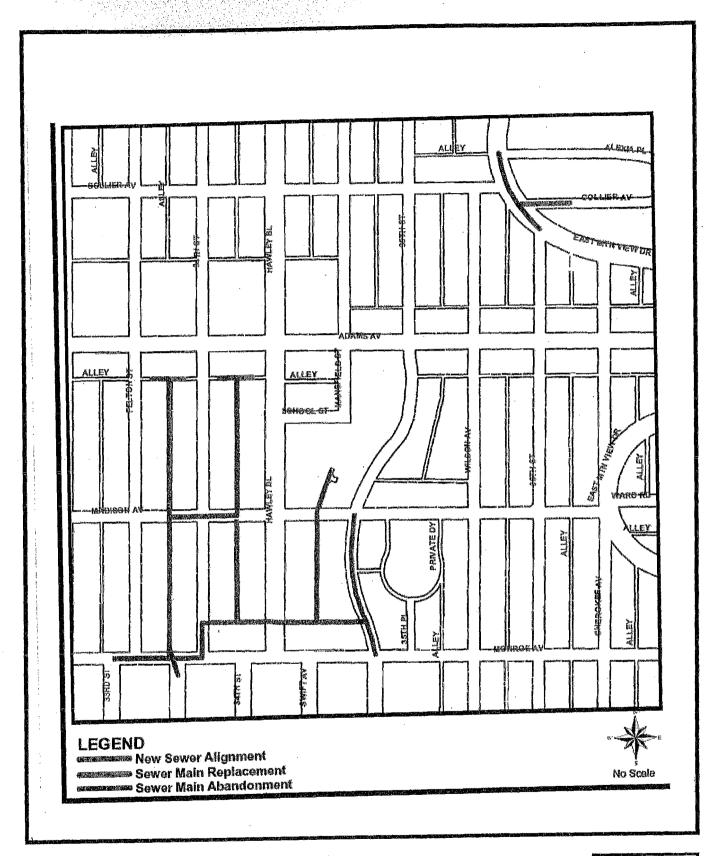
Sewer Group 767

<u>Project No. 220910</u>

City of San Diego - Development Services Department

Sewer Group 767A Appendix A - Mitigated Negative Declaration Volume 1 of 2 (Rev. Dec. 2014) FIGURE

No. 1



Sewer Group 767A Project No. 220910 City of San Diego – Develop

City of San Diego – Development Services Department
Sewer Group 767A

Appendix A - Mitigated Negative Declaration Volume 1 of 2 (Rev. Dec. 2014)

FIGURE

1. 14. 1995 (海色) (南海) (南海) (南南) (南)

No. 2
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INITIAL STUDY CHECKLIST

- 1. Project Title/Project number: Sewer Group 767 and 767A / PTS 220910
- 2. Lead agency name and address: <u>City of San Diego</u>, <u>Development Services Department</u>, <u>1222</u> First Avenue, MS 501, San Diego, CA 92101
- 3. Contact person and phone number: <u>Jeff Szymanski</u>, Associate Planner, 619-446-5324
- 4. Project location: Normal Heights and City Heights communities on the following streets: 33rd Street, Bramson Place, El Cajon Boulevard, Meade Avenue, Bancroft Street, 33rd Place, Monroe Avenue, 32nd Street, Madison Avenue, East Mountain View Drive, Collier Avenue, adjacent alleys, and several city easements.
- 5. Project Applicant/Sponsor's name and address: <u>City of San Diego, E&CP Dept./ Dwayne</u>
 <u>Abbey 600 B Street, Suite 800 (MS 908A) San Diego, CA 92101 (619) 533-5154</u>
- 6. General Plan designation: Right-of-Way (surrounding Residential LU designation)
- 7. Zoning: Right-of-Way (surrounding RS-1-7 zoning)
- 8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.): installation of approximately 18,050 total linear feet (LF) of 8-inch, 12-inch and 15-inch PVC sewer pipe, which includes approximately: 14,930 LF of replacement of existing vitrified clay pipe at deeper depths of up to 23 feet, and 3,120 LF of new relocated alignment. Related work will include construction of new manholes, replacement and replumbing of sewer laterals, installation of curb ramps, pavement restoration, traffic control, and storm water best management practices. Approximately 1,120 LF of existing sewer main would be abandoned.
- 9. Surrounding land uses and setting: Briefly describe the project's surroundings: <u>The surrounding land use is predominantly a single-family residential neighborhood.</u>
- 10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. Aesthetics Greenhouse Gas Population/Housing Emissions Agriculture and Hazards & Hazardous Materials Public Services Forestry Resources Hydrology/Water Quality Air Quality Recreation Biological Resources Land Use/Planning Transportation/Traffic X Cultural Resources Mineral Resources Utilities/Service System Geology/Soils Noise 冈 **Mandatory Findings** Significance **DETERMINATION:** (To be completed by Lead Agency) On the basis of this initial evaluation: The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared. Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared. The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required. The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required. Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have

been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the

proposed project, nothing further is required.

	İs	sue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I)	A	AESTHETICS – Would the project:			•	
	a)	Have a substantial adverse effect on a scenic vista?				\boxtimes
		The utility project would not substant located under the public right of way designated scenic vistas have been identified to be a substant of the substant of	and would no	t be visible onc	e constructed.	In addition, no
	b)	Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				\boxtimes
		As stated in I.a the project would be lo There are no scenic resources such as t APE. Therefore the project would not of	rees, rock outc	roppings or histo		
	c)	Substantially degrade the existing visual character or quality of the site and its surroundings?				\boxtimes
		Please see I.a				
	d)	Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?				\boxtimes
		The proposed project is located below impacts.	grade and wou	ld not have the	potential to cre	ate light or glare
II)	r L C d e e F	AGRICULTURAL AND FOREST RESO esources are significant environmental e Land Evaluation and Site Assessment Mo Conservation as an optional model to use letermining whether impacts to forest resoffects, lead agencies may refer to inform Fire Protection regarding the state's inventages Assessment Project and the Forest Legac methodology provided in Forest Protocol the project:	effects, lead age odel (1997) pre in assessing in sources, includi- nation compiled nation of forest by Assessment p	ncies may refer pared by the Ca npacts on agricuing timberland, at the Californ land, including the project; and fore	to the Californ lifornia Depart Iture and farmlare significant of the Department he Forest and I st carbon meas	ia Agricultural ment of and. In environmental of Forestry and Range urement
	a)	Converts Prime Farmland, Unique				\boxtimes

Īŝ	ssue.	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Per Silver Maria Maria Maria Maria Maria Maria	Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?		Incorporated		
	The proposed project is located within farmland by the Farmland Mapping and the proposed project is not in agriculture. Therefore, the project would not converted.	d Monitoring I al production	Program (FMMI and is not classif	P). Similarly, la fied as farmland	and surrounding
b)	Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				
	Please see II.a				
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				
	The public right of way and land sur Therefore, the utility project would not				as forest land.
d)	Result in the loss of forest land or conversion of forest land to non-forest use?				\boxtimes
	The utility project is located within the is not designated forest land. Therefore,				
e)	Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				
	No existing agricultural uses are located project. Therefore, the sewer replacem	_			-

	Issue		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
an in the tage	use	est a meneral meneral region regions con l'entre deservations de la region de region de region de region de re ES.	and the electric and an electr	na ang a Maranga Ang ang	o en	Same ta to the period and at the second of a
III.	man	QUALITY – Where available, the si agement or air pollution control distruld the project:				
	a)	Conflict with or obstruct implementation of the applicable air quality plan?				\boxtimes
		Construction of the project could basin. However, construction emiss Best Management Practices (BM construction dust emissions by 75 p	sions would be (Ps), such as	temporary and	finite. In addition	on, construction
		The project would primarily replace lines for hydraulic basis/performation would not directly generate additional trips to these facilities. With the illack of operational emissions the project would primarily replace the project would not directly generate additional project would not be project would not be project would not directly generate additional project would not be project with the project would not be project with the project would not be project would not be project with the project would not be project would not be project with the project would	nce, and woul onal or induce mplementation	d abandon exis future growth of project BM	ting sewer line that would resu Ps during const	s. The project alt in additional truction and the
	b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				
		Please see III.a				
	c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				
		As described above, construction of other pollutants. However, construction BMPs would reduce potential imprignificant. Therefore, the project wany criteria pollutant for which the state ambient air quality standards.	ction emission pacts related t yould not result	s would be ten o construction t in a cumulative	nporary and impactivities to a ely considerable	plementation of level less than a net increase of
	d)	Expose sensitive receptors to substantial pollutant				
Sev	ver Gr					83 Page

Issue	concentrations?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	Construction operations could tem could affect sensitive receptors adj be temporary and it is anticipated potential impacts related to const would not expose sensitive receptor	acent to the produced that implementation activition	roject. However entation of con ies to minimal	, construction e struction BMP levels. Theref	emissions would s would reduce
e)	Create objectionable odors affecting a substantial number of people?				\boxtimes
	Operation of construction equipme combustion. However, these odors only remain temporarily in proximi proposed project would not creat substantial number of people.	would dissipatity to the const	te into the atmo	sphere upon re ent and vehicles	lease and would s. Therefore, the
IV. BIOI	LOGICAL RESOURCES – Would th	ne project:			
a) -	Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				
	The project is located in an urban sproject does not have the potential tregulations.	•	• •	_	•
b)	Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				
	No sensitive habitats exist on-site or	within close p	proximity to the j	project location	
,	Have a substantial adverse effect on federally protected wetlands as				
					6

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Issue		Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
	defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		Incorporated		
	The project is located in the develor adjacent to the project's boundaries these resources.				
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				
	The project would not result in admentioned above this project is loc wildlife corridors.				
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				
	The proposed project would not biological resources, such as a tree sensitive biological resources and v. No impact would occur.	e preservation j	policy or ordina	nce. The projec	ct area lacks any
f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				
	The project is not located in or dire (MHPA) or any other conservation potential to impact any habitat cons	planning areas	. Therefore the		
v. Cu	ULTURAL RESOURCES – Would t	the project:			
a)	Cause a substantial adverse				\boxtimes
					7

Less Than
Potentially Significant Less Than
Issue Significant with Significant No Impact
Impact Mitigation Impact
Incorporated

change in the significance of an historical resource as defined in §15064.5?

The purpose and intent of the Historical Resources Regulations of the Land Development Code(Chapter14, Division 3, and Article 2) is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises. CEQA requires that before approving discretionary projects, the Lead Agency must identify and examine the significant adverse environmental effects, which may result from that project. A project that may cause a substantial adverse change in the significance of a historical resource may have a significant effect on the environment (Sections 15064.5(b) and 21084.1). A substantial adverse change is defined as demolition, destruction, relocation, or alteration activities, which would impair historical significance (Sections 15064.5(b)(1)). Any historical resource listed in, or eligible to be listed in the California Register of Historical Resources, including archaeological resources, is considered to be historically or culturally significant.

The project alignment is not in areas known to contain significant historical/archaeological resources and is not located on the City's Historical Sensitivity Map. Therefore, trenching activities associated with the project do not have the potential to impact buried archaeological resources. Because the potential does not exist that cultural material could be impacted mitigation would not be required and significant impacts would not occur.

b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				
	The project alignment is not in areas resources and trenching activities assoburied archaeological resources. Becabe impacted, mitigation would not be	ociated with	h the project do no tential does not ex	ot have the pote ist that cultural	ntial to impact material could
c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				

The project is underlain by the lindavista formation, which is categorized as having a medium sensitivity for paleontological resources. The project would trench in existing trenches but at deeper depths, exceeding 24 feet. Therefore, based on the sensitivity of the affected formation and the proposed excavation depths, the project could result in significant impacts to paleontological resources.

To reduce this impact to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated. Paleontological monitoring would be required and would reduce

Issue			Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	po	tential impacts to below a level o	f CEQA signif			,更可以设置 是 以基础的基础的基础的。
d)	inc	sturb and human remains, cluding those interred outside of mal cemeteries?				
		e potential to encounter human red V.b. There would be no impact		•	. Please refer t	o section V.a
VI. GEO	DLC	OGY AND SOILS – Would the pr	roject:			
a)	pot eff	pose people or structures to tential substantial adverse ects, including the risk of loss, ury, or death involving:			•	
	i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				
·		The project alignment is not loc utilize proper engineering desig ensure that potential impacts in remain less than significant. The would remain less than significant	n and utilization this category berefore, risks f	n of standard co ased on regiona	onstruction prac l geologic haza:	tices in order to
	ii)	Strong seismic ground shaking?				
		The proposed project would no effects, including the risk of los The design of the proposed proj standard construction practices would remain less than signification	ss, injury, or d ect would utili to ensure that	eath involving s ze proper engin	strong seismic pering design a	ground shaking. nd utilization of
	iii)	Seismic-related ground failure, including liquefaction?				

Ts	ssue			Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
			The design of the proposed projestandard construction practices twould be less than significant.				
		iv)	Landslides?			\square .	
			The proposed project would not death involving landslides. The engineering design and utilization potential for impacts would be least	design of the pon of standard of	roposed project construction pra	would utilize p	roper
	b)		sult in substantial soil erosion he loss of topsoil?				\boxtimes
		and	nstruction of the proposed project all disturbances to streets and all erosion or loss of topsoil.				
	c)	soil bec proj on- spre	located on a geologic unit or that is unstable, or that would ome unstable as a result of the ject, and potentially result in or off-site landslide, lateral eading, subsidence, nefaction or collapse?				
		desi defi posi utili	e project is located in one neighborignated the soil at the project localined as soil that have been so altered in the proposed sization of standard construction press than significant.	ation as being I red by urban w project would	Urban Develope vorks that soil ic utilize proper e	ed. Urban Devel dentification is r ngineering desig	loped soils are not gn and
d)	defi Uni	ned forn ting	ted on expansive soil, as in Table 18-1-B of the Building Code (1994), g substantial risks to life or y?				
	Dev soil engi	elop ider nee	DA Soil Survey maps have designed. Urban Developed soils are dentification is not possible. The dering design and utilization of staracts would be less than significan	efined as soil the sign of the propertion	hat have been s posed project w	o altered by urboould utilize pro	an works that per
e)	Hav	e so	ils incapable of adequately				

İs	sue	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
	supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?		Incorporated		
	The project is part of the City's sewe systems would not be used. Therefore, support the use of septic tanks or altern	no impact with	h regard to the c	apability of soi	ils to adequately
VII.	GREENHOUSE GAS EMISSIONS - V	Would the proje	ect:		
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				
	The City of San Diego is utilizing the C (CAPCOA) report "CEQA and Climate analysis would be required for submitte guideline as a conservative threshold for emission level is based on the amount of with projects, and other factors.	e Change" (CA ed projects. Th or requiring fur	PCOA 2009) to e CAPCOA repo ther analysis and	determine whe ort references a I possible mitig	ther a GHG 900 metric ton ation. This
	CAPCOA identifies project types that are estimated to emit approximately 900 me annually. This 900 metric ton threshold is roughly equivalent to 36,000 square feet 11,000 square feet of retail, 50 residential units, and 6,300 square feet of supermassewer project being considered in this CEQA document does not fit the categories project conducted an independent modeling analysis to determine the level of GH Roadway Construction Emissions Model is a spreadsheet program created by the Metropolitan Air Quality Management District to analyze construction related GH Dioxide) and was utilized to quantify the project's GHG emissions. The model utinformation (e.g. total construction months, project type and total project area) to emissions from heavy-duty construction equipment, haul trucks, and worker commassociated with linear construction projects. The output of the model is carbon did is the major contributor of GHGs.				
	The Roadway Construction Emissions demonstrated that during the 7 months metric tons of CO2 per year. The output figure. Therefore, based upon the analy significant CEQA Greenhouse gas imparts	of construction at for the projects is showed abo	the project wou ct falls well belo we the project w	ld produce app w the 900 metr ould result in a	roximately 273 ic ton per year
b)	Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				\boxtimes

, Is	sue	Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	Please see VII.a. It is anticipated the policies, or regulations related to green		would not confi	lict with any a	pplicable plans,
VIII.	HAZARDS AND HAZARDOUS MATERIALS - Would the project:				
a)	Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials?				
	Construction of the project may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal; however, the project would not routinely transport, use or dispose of hazardous materials. Therefore, the project would not create a significant hazard to the public or environment.				
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			\boxtimes	
	The project alignment does have Leaking Underground Storage Tank (LUST) cleanup sites and permitted USTs, and other cleanup sites located within a 1,000 feet from the project alignment. As such, the project would incorporate project design features, as well as incorporate specifications for construction to meet the local, state and federal requirements to address such hazardous materials should they be discovered during construction. Impacts would remain less than significant.				
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				
	There are schools within a quarter mile occur.	of the project.	However, please	see VIII.a, imp	pacts would not
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				

Is	Sue	Potentially Significant Impact	Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
可可報	The project site is not included on a list Government Code Section 65962.5. How within 1,000 feet of the project. Specific specifications to address any contaminat accordance with local, state, and federal	of hazardous n wever, several measures hav ted soils encou	naterials sites co leaking undergi e been incorpor	ound storage ta ated into the co	nks are located ntract
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				
	The project is not located within the bouuse plan pending adoption. The project located below ground surface and therefully that the project flight hazards.	t is not locate	d within the fli	ight path of an	y airport and is
f)	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				
	The project is not located within 2 mi below ground surface and therefore w hazards.	_	_	_	•
g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				
	Construction of the project would temporadjoining roads. However, an approconstruction which would allow emerge physically interfere with an adopted emergence.	ved Traffic (ency plans to b	Control Plan we e employed. T	ould be imple herefore, the pr	emented during oject would not
h)	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				\boxtimes
	The project is located in the developed p	oublic right of	way and land si	urrounding the	project does not

I	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	contain wildlands that could pose a infrastructure project would not introdu		lland fires. Add		
IX.	HYDROLOGY AND WATER QUALIT	ΓY - Would th	e project:		
a)	Violate any water quality standards or waste discharge requirements?				\boxtimes
	Potential impacts to existing water quinclude minimal short-term construction storm water discharge. Conformance to (WPCP) and conformance with the Cominimize short-term water quality imprexisting water quality standards or discharge.	n-related erosic BMPs outline City's Stormwa pacts. Therefor	on/sedimentation on/sedimentation of in the approve one Regulations one, the proposed	n and no long t d Water Polluti would preven	erm operational on Control Plan t or effectively
b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				⊠
	The proposed project does not propose introduce a substantially large amount with groundwater recharge. Therefor groundwater supplies or interfere substantial	of new imperve, the propos	rious surfaces or ed project wo	ver ground that uld not substa	could interfere
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?				
	The proposed project is located below t streets. Upon completion of the installa preexisting conditions. Therefore the patterns.	tion of the util	ity lines the stre	ets would be re	eturned to their
d)	Substantially alter the existing drainage pattern of the site or area,				\boxtimes
					02 14

Īs	isue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?	eekka Kaka see Taasa a saaba.			
	Please see IX.c.				·
e)	Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				
	Conformance to BMPs outlined in the Regulations would prevent or effect Therefore, the utility project would not existing storm water systems.	ctively minim	ize short-term	construction	runoff impacts.
f)	Otherwise substantially degrade water quality?				\boxtimes
	Conformance to BMPs outlined in compliance with the City's Stormwate term water quality impacts and would p	er Regulations	would prevent	or effectively	
g)	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				\boxtimes
	The project does not propose construction	on of any new	housing.		
h)	Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?				
	The project does not propose any new sareas.	structures that v	would be located	d in the 100-yea	r flood hazard
i)	Expose people or structures to a significant risk of loss, injury or death involving flooding, including				

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Ī	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than- Significant Impact	No Impact
A. 15 (1954)	flooding as a result of the failure of a levee or dam?	i in mengalah mengalah diangkan diberakkan di	್ ಹಾಬ್ ನ ನವೇ ∰್ನೆಗಳ ಮನೆವೆ ತಾಳ	a desta i indice e e de la companya de la companya de la companya de la companya de la companya de la companya	agu ar 1944-1950, paint gair, carbhraighn ann an Arbarn a
	The project would not include any new flooding beyond those of the existing c		es that would in	ncrease the risk	associated with
j)	Inundation by seiche, tsunami, or mudflow?				\boxtimes
	The project would not include any new seiche, tsunami, or mudflow beyond the			ncrease the risk	associated with
X.	LAND USE AND PLANNING - Would	d the project:			
a)	Physically divide an established community?				\boxtimes
	Implementation of the project would in not introduce any features that could di				cture and would
b)	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?		. 🗆		
	The project is consistent with all applic jurisdiction over the project and would				an agency with
c)	Conflict with any applicable habitat conservation plan or natural community conservation plan?				\boxtimes
	The project is located entirely within the to areas containing conservation plans.				
XI.	MINERAL RESOURCES - Would the	project?			
a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the				

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ŝue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
residents of the state?				
these areas surrounding the project site the City of San Diego General Plan L	e are not design and Use Map.	nated for the re	covery of mine	eral resources on
Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				
City of San Diego General Plan Land U	Jse Map. There	fore, the projec	• .	
NOISE – Would the project result in:				
Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				
	-			
Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels?				\boxtimes
Please see XII.a.				
A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				<u> </u>
Please see XII.a.				
A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?				
	residents of the state? The areas surrounding the project are n these areas surrounding the project site the City of San Diego General Plan L loss of availability of a known mineral Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? The areas surrounding the project site City of San Diego General Plan Land U availability of a locally important mineral NOISE — Would the project result in: Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? The development of the project would transitory in nature. Therefore, people regulations. Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels? Please see XII.a. A substantial permanent increase in ambient noise levels existing without the project? Please see XII.a. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project vicinity above existing	residents of the state? The areas surrounding the project are not being used for these areas surrounding the project site are not design the City of San Diego General Plan Land Use Map. loss of availability of a known mineral resource. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? The areas surrounding the project site is not designate City of San Diego General Plan Land Use Map. There availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? The areas surrounding the project site is not designate City of San Diego General Plan Land Use Map. There availability of a locally important mineral resource recovery site of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? The development of the project would generate noise transitory in nature. Therefore, people would not be or regulations. Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels? Please see XII.a. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? Please see XII.a. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing	Significant with Impact Mitigation Incorporated residents of the state? The areas surrounding the project are not being used for the recovery these areas surrounding the project site are not designated for the re the City of San Diego General Plan Land Use Map. Therefore, the loss of availability of a known mineral resource. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? The areas surrounding the project site is not designated for the recove City of San Diego General Plan Land Use Map. Therefore, the project availability of a locally important mineral resource recovery site. NOISE — Would the project result in: Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? The development of the project would generate noise from constructi transitory in nature. Therefore, people would not be exposed to noise regulations. Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels? Please see XII.a. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? Please see XII.a. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing	Significant with Significant Impact Mitigation Impact Testidents of the state? The areas surrounding the project are not being used for the recovery of mineral resources areas surrounding the project site are not designated for the recovery of mineral resources of availability of a known mineral resource. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? The areas surrounding the project site is not designated for the recovery of mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? The areas surrounding the project site is not designated for the recovery of mineral City of San Diego General Plan Land Use Map. Therefore, the project would not resavailability of a locally important mineral resource recovery site. NOISE – Would the project result in: Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? The development of the project would generate noise from construction but would be transitory in nature. Therefore, people would not be exposed to noise levels in excregulations. Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels? Please see XII.a. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? Please see XII.a. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project vicinity above existing without the project vicinity above existing without the project vicinity above existing without the project vicinity above existing without the project vicinity above existing without the project vicinity above existing

I	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	Construction of the project would resu project vicinity. However, based upon noise levels in the area resulting from the less than significant.	the transitor	rary increase in y nature of the	utility project a	and surrounding
e)	For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?				
	The project is not located within the bouse plan pending adoption. Furthermore would expose people residing or working associated with what currently exist.	e, the utility pr	oject would not	introduce any n	ew features that
f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				\boxtimes
	The project is not located within proximile proximity. Furthermore, the utili expose people residing or working in associated with existing conditions. No	ty project wor the project	ald not introduc area to excessi	e any new feat	ures that would
XIII.	POPULATION AND HOUSING – Wo	uld the projec	t:		
a)	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				\boxtimes
	The utility project would replace and insist intended to improve currently outdate project would not extend any existing roadways that could induce growth. The growth.	d sewer syster roadways int	n in order to kee o an undevelop	p up with curre ed area or intre	nt demand. The oduce any new
b)	Displace substantial numbers of existing housing, necessitating the construction of replacement housing				
					10

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Is	sue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
કું મુસ્તિ તેનું મુક્તિનું ક	elsewhere?		tucor borateo.		
	The project would replace and upgrade of any existing housing, or otherwise construction of replacement housing.				
c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			Ö	
	The project would replace and upgrade of any existing housing or other structure any way that would result in the displacement.	ures, or otherw	ise affect existin		
XIV.	PUBLIC SERVICES				
a)	Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:				
	i) Fire Protection				\boxtimes
	The project would not physically a of utility infrastructure would not r			•	
	ii) Police Protection				\boxtimes
	The project would not physical installation of utility infrastructures services.		-		•
	iii) Schools				\boxtimes
	The project would not physically a construction of future housing or area.				
	v) Parks				\boxtimes

I	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	The project would not physically a for new parks or other recreational		Therefore, the p	roject would no	ot create demand
	vi) Other public facilities				\boxtimes
	The project would not increase t project would improve the sewer to		• • •	_	c facilities. The
XV.	RECREATION –	·			
a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				
	Implementation of the utility project vinfrastructure would not allow for im not directly generate additional trips to result in additional trips to these faci existing recreational areas such that sube accelerated.	proved access to existing recre	o existing recre ation areas or ir ore, the project	ation areas. The nduce future growould not incr	e project would bwth that would rease the use of
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?				
	The project would replace and improve recreational facilities or require the con-				
XVI. T	RANSPORTATION/TRAFFIC – Wou	ld the project?			
a)	Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian				

Is	sue and bicycle paths, and mass transit?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	Construction of the project would temp its adjoining roads. However, an ap construction so that traffic circulation would not result in an increase of traffic	proved Traffic would not be	Control Plan substantially in	would be impl npacted. There	emented during fore, the project
b)	Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				
	Construction of the project would tempits adjoining roads. However, an apconstruction so that traffic would not experience.	proved Traffic	Control Plan	would be impl	emented during
c)	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				
	The project does not include any tall strintroduce new safety hazards related to		features that co	ould affect air tr	affic patterns or
d)	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				
	The project was designed to meet City safety.	design standard	s and, therefore	e, would meet e	xisting levels of
e)	Result in inadequate emergency access?				
	Construction of the project would temp its adjoining roads. However, an appro construction so that there would be ade	ved Traffic Con	trol Plan would		
f)	Conflict with adopted policies, plans, or programs regarding public transit,				\boxtimes
	•	•			

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Is	ssuė	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
roven telepa da	bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?		Port	n Amerika in disebutah di kebahan di kebahan di kebahan di kebahan di kebahan di kebahan di kebahan di kebahan Sebahan di kebahan di k	an an aireach an aireach aireach aige aige an
	The project once completed would be l with any alternative transportation.	ocated below g	grade and does n	ot have the pote	ential to conflict
XVII.	UTILITIES AND SERVICE SYSTEM	S – Would the	project:		
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?		. [
	The project would facilitate the treatm the Regional Water Quality Control Bo		nter and would	not exceed the	requirements of
b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
	The project would facilitate the treat construction of any new water or waste			refore, would	not require the
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
	The project would not result in expande quantities of runoff which would require would not require the construction of facilities.	re new or expan	nded treatment f	acilities. Theref	ore, the project
d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				\boxtimes
	The project would not require the use impact existing water supplies.	of any perma	nent water sou	rce and, therefor	ore, would not

Is	sue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e)	Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				
	The project would not generate wastev treatment provider.	vater and, there	efore, would no	t impact an exis	ting wastewater
f)	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	. 🗖			
	Construction of the project would likely waste would be disposed of in conform to solid waste including permitting cap be recycled shall be done to local standard generate waste and, therefore, wou project area.	nance with all a pacity of the lar dards regulating	applicable local adfill serving the such activity.	and state regula e project area. N Operation of th	tions pertaining Materials able to be project would
g)	Comply with federal, state, and local statutes and regulation related to solid waste?				
	Any solid waste generated during cons accordance with all applicable local sta			ld be recycled o	r disposed of in
XVIII.	MANDATORY FINDINGS OF SIGNI	FICANCE –			
a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				
	The project is located within the devel	oped public ris	ght of way and	is not located in	n or adjacent to

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Is	wildlife preserves. With respect to pale is assigned a medium sensitivity. Base excavation depths, the project could r reduce this impact to below a level formations at a depth of 10 or more paleontological monitor. Any significand curated. Implementation of this paleontological resources, to below a adverse change to the significance of California history or prehistory.	d on the sensi esult in significate feet would ant paleontolo mitigation re level of sign	tivity of the affection to impact to nee, excavation be monitored by gical resources equirement wou nificance and we	cted formation a paleontologica within previous y a qualified pencountered would ld reduce potes ould not result	and the proposed I resources. To sly undisturbed aleontologist of ald be recovered atial impacts to in a substantial
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)?		\boxtimes		
	When viewed in connection with the eftrenching has the potential to impact patto a cumulative los of non-renewable remeasures in Section V of the MND, this significance.	leontological sources. How	resources which ever, with imple	could incremen mentation of the	tally contribute mitigation
c)	Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?				
	As stated previously, potentially sig Resources. However, a monitoring pr				

Impacts to paleontological resources would be reduced to below a level of significance with

implementation of appropriate mitigation measures.

INITIAL STUDY CHECKLIST

REFERENCES

AESTHETICS / NEIGHBORHOOD CHARACTER
City of San Diego General Plan.
Community Plan.
Local Coastal Plan.
AGRICULTURAL RESOURCES & FOREST RESOURCES
City of San Diego General Plan.
U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
California Agricultural Land Evaluation and Site Assessment Model (1997) Site Specific Report:
AIR QUALITY
California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
Regional Air Quality Strategies (RAQS) - APCD.
Site Specific Report:
Вюсову
City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
Community Plan - Resource Element.
California Department of Fish and Game, California Natural Diversity Database, "State and
Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.
California Department of Fish & Game, California Natural Diversity Database, "State and
Federally-listed Endangered and Threatened Animals of California," January 2001.
City of San Diego Land Development Code Biology Guidelines.
Site Specific Report:

v.	CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)
<u>X</u>	City of San Diego Historical Resources Guidelines.
<u>X</u>	City of San Diego Archaeology Library.
	Historical Resources Board List.
	Community Historical Survey:
	Site Specific Report:
VI.	Geology/Soils
<u>X</u>	City of San Diego Seismic Safety Study.
	U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II,
	December 1973 and Part III, 1975.
	Site Specific Report:
VII.	GREENHOUSE GAS EMISSIONS
<u>X</u>	Site Specific Report: 'Roadway Construction Emissions Model prepared for GJ 767'
VIII.	HAZARDS AND HAZARDOUS MATERIALS
<u>X</u>	San Diego County Hazardous Materials Environmental Assessment Listing
·	San Diego County Hazardous Materials Management Division
	FAA Determination
	State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.
	Airport Land Use Compatibility Plan.
	Site Specific Report:
IX.	Hydrology/Water Quality
<u>X</u>	Flood Insurance Rate Map (FIRM).
	Federal Emergency Management Agency (FEMA), National Flood Insurance Program -
	Flood Boundary and Floodway Map.
	Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html).
	Site Specific Report:

Х.	LAND USE AND PLANNING
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
<u>X</u>	Airport Land Use Compatibility Plan
<u>X</u>	City of San Diego Zoning Maps
	FAA Determination
XI.	Mineral Resources
	California Department of Conservation - Division of Mines and Geology, Mineral Land
	Classification.
	Division of Mines and Geology, Special Report 153 - Significant Resources Maps.
X	California Geological Survey - SMARA Mineral Land Classification Maps.
	Site Specific Report:
XII.	Noise
X	Community Plan
X	San Diego International Airport Master Plan CNEL Maps.
	MCAS Miramar ACLUP
	Brown Field Airport Master Plan CNEL Maps.
<u>X</u>	Montgomery Field CNEL Maps.
	San Diego Association of Governments - San Diego Regional Average Weekday Traffic
	Volumes.
	San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
	City of San Diego General Plan.
	Site Specific Report:
XIII.	PALEONTOLOGICAL RESOURCES
X	City of San Diego Paleontological Guidelines.
	Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego,"
	Department of Paleontology San Diego Natural History Museum, 1996.
<u>X</u>	Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area,
	California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2

	Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento,
	1975.
	Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay
	Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.
	Site Specific Report:
XIV.	POPULATION/HOUSING
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
-	Series 11 Population Forecasts, SANDAG.
-	Other:
XV.	Public Services
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
XVI.	RECREATIONAL RESOURCES
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
	Department of Park and Recreation
	City of San Diego - San Diego Regional Bicycling Map
	Additional Resources:
XVII.	Transportation / Circulation
<u>X</u>	City of San Diego General Plan.
<u>X</u>	Community Plan.
	San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
	San Diego Region Weekday Traffic Volumes, SANDAG.
engeneralisation of the	Site Specific Report:
XVIII.	UTILITIES
<u>X</u>	City of San Diego General Plan.
\mathbf{X}_{-}	Community Plan.

	Site Specific Report:
XIX.	WATER CONSERVATION
	City of San Diego General Plan.
to bish of many	Community Plan.
	Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset
	Magazine.
	Site Specific Report:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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1. PURPOSE

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. EXCEPTIONS

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

6. **MOBILE METER**

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

7.1 Fees and Deposit Schedules: The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. 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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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 10OF 10	October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

Larry Gardner 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 .	ву

Requested Install Date:

METER SHOP (619) 527-7449

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	1							ı

Meter imormation						
Fire Hydrant Location: (Attach Detailed Map//Thoma	s Bros. Map Locatio	n or Const	truction drawing.) <u>Zip:</u>	Т.В.	G.B. (CIT	Y USE)
Specific Use of Water:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Any Return to Sewer or Storm Drain, if so, explain:	, , , , , , , , , , , , , , , , , , , ,				N PROPERTY AND ADDRESS OF THE PARTY AND ADDRES	
Estimated Duration of Meter Use:				Check Bo	x if Reclaimed Wa	ter
Company Information						
Company Name:		,				
Mailing Address:			The state of the s			•
City:	State:	2	lip:	Phone: ()	
*Business license#		*Con	tractor license#			
A Copy of the Contractor's license OR Bu	isiness License	is requi	ired at the time o	f meter issuan	ce.	
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)				Phone: ()	
Site Contact Name and Title:				Phone: ()	
Responsible Party Name:				Title:		
Cal ID#				Phone: (}	
Signature:		Da	ate:			
Guarantees Payment of all Charges Resulting from the use o	of this Meter. <u>Insures t</u>	hat employ	ees of this Organization ι	ınderstand the prope	r use of Fire Hydrant	<u>Meter</u>
		× kg				
Fire Hydrant Meter Removal I	Request		Requested Re	moval Date:		
Provide Current Meter Location if Different from Abo	ve:		,			
Signature:			Title:		Date:	
Phone: ()	·	Pager:	()			

City Meter	Private Meter		
Contract Acct #:		Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #		Meter Size: 05	Meter Make and Style: 6-7
Backflow #		Backflow Size:	Backflow Make and Style:
Name:		Signature:	Date:
Sewer Group 767A			119 Page

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing

Backfilling

Combination Cleaners (Vactors)

Compaction

Concrete Cutters

Construction Trailers

Cross Connection Testing

Dust Control

Flushing Water Mains

Hydro Blasting

Hydro Seeing

Irrigation (for establishing irrigation only; not continuing irrigation)

Mixing Concrete

Mobile Car Washing

Special Events

Street Sweeping

Water Tanks

Water Trucks

Window Washing

Note:

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

Date
Name of Responsible Party Company Name and Address Account Number:
Subject: Discontinuation of Fire Hydrant Meter Service
Dear Water Department Customer:
The authorization for use of Fire Hydrant Meter #
City of San Diego
Water Department Attention: Meter Services
2797 Caminito Chollas San Diego, CA 92105-5097
Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619)
·
Sincerely,
Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:					Contractor's Address:						
SAP N	o. (WBS/IO/CC):										
City Pu	irchase Order No. :					Contract	or's Phone	#:		Invoice No.	
Resident Engineer (RE):					Contract	or's Fax #:			Invoice Date:		
RE Pho		RE Fax#:	·		····	Contact I			Billing P	eriod:	
	SECTION AND ADDRESS OF THE PARTY OF THE PART				Previous Estimate This Es						
Item#	Item Description	Unit	Otv	Price	Extension		Amount	•	Amount		Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00	-		1101		7 7 7 7 7	
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00				1.5		
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00			1.54			
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00	İ		1	·		
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00			1-1 5-1			
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00			- Sign	1.80		
10	Bonds	LS	1	\$16,000.00	\$16,000.00				112 121		
11	Field Orders	AL	1	80,000	\$80,000.00		110				
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00			, a			
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00			arii i			
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00			5,71 %	7.		
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00			e salue			
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00				arta arta	· -	
	CHANGE ORDERS									500	
120000000000000000000000000000000000000	e Order 1	4,890			The same of					1986	
Items 1	-4				\$11,250.00				3.0		
	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)				24 De		
Change	Order 2	160,480							1.		100
Items 1					\$95,000.00			£1,80			
Item 4	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	8		\$78,400.00			444	1808/40		
	e Order 3 (Close Out)	-121,500		100000	ration in					ethin	73500
	Deduct Bid Item 3		53	-500.00							
	Deduct Bid Item 4	LS	1	45,000.00					<u> </u>		
Items 3	i-9		1	-50,500.00	(\$50,500.00)	ļ		Total			
	SUMMARY						Ì	This	s -	Total Billed	\$0.00
				-	0004000012		Pat		1		
	ginal Contract Amount	 			407	••••••					cuule
	proved Change Order 1 Thru 3										
	al Authorized Amount (A+B)	ļ									
	al Billed to Date	ļ								7:	
	Total Retention (5% of D)					Amt to Release to Contractor from PO/Escrow:					
	Total Previous Payments				4800						
	ment Due Less Retention				4.5						
H. Ren	naining Authorized Amount							L			

APPENDIX E

LOCATION MAP

PACIFIC

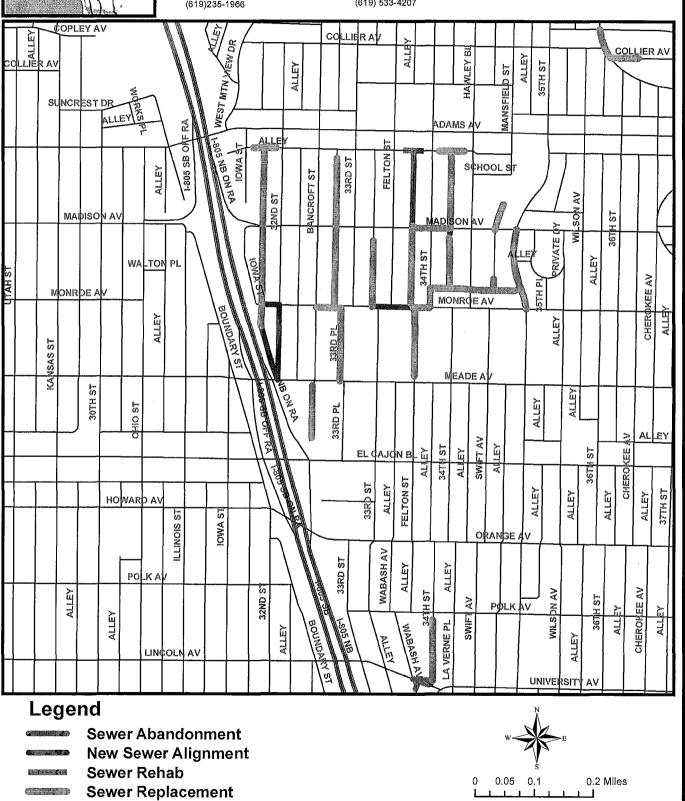
SEWER GROUP 767A

SENIOR ENGINEER WENDY GAMBOA (619) 235-1971

PROJECT ENGINEER FRANCIS MARQUEZ (619)235-1966 PROJECT MANAGER SHEILA GAMUEDA (619) 533 - 4244

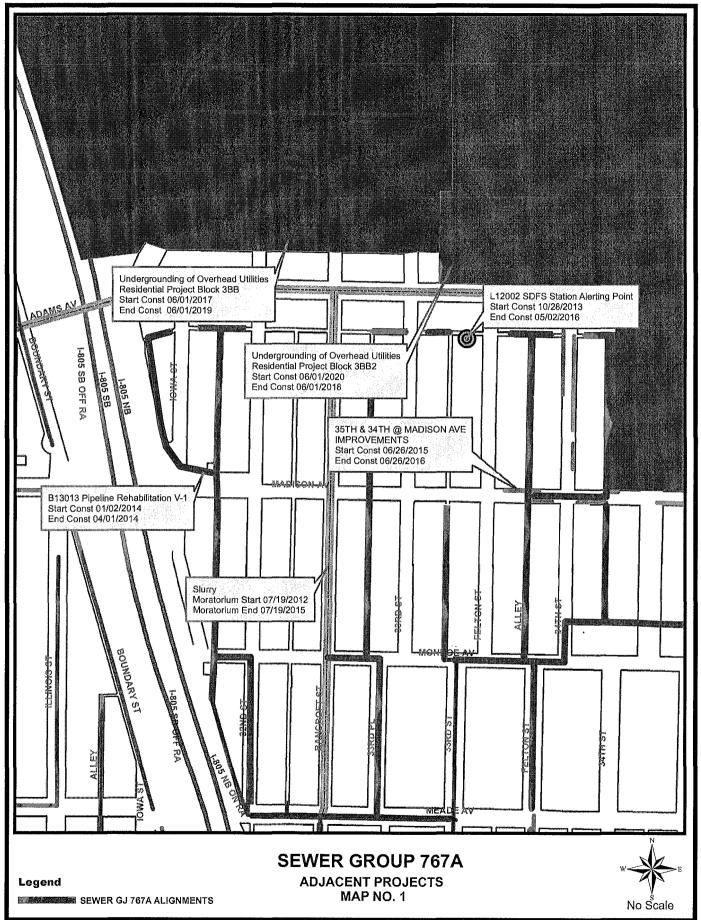
CONSTRUCTION PROJECT INFORMATION LINE (619) 533-4207



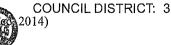


APPENDIX F

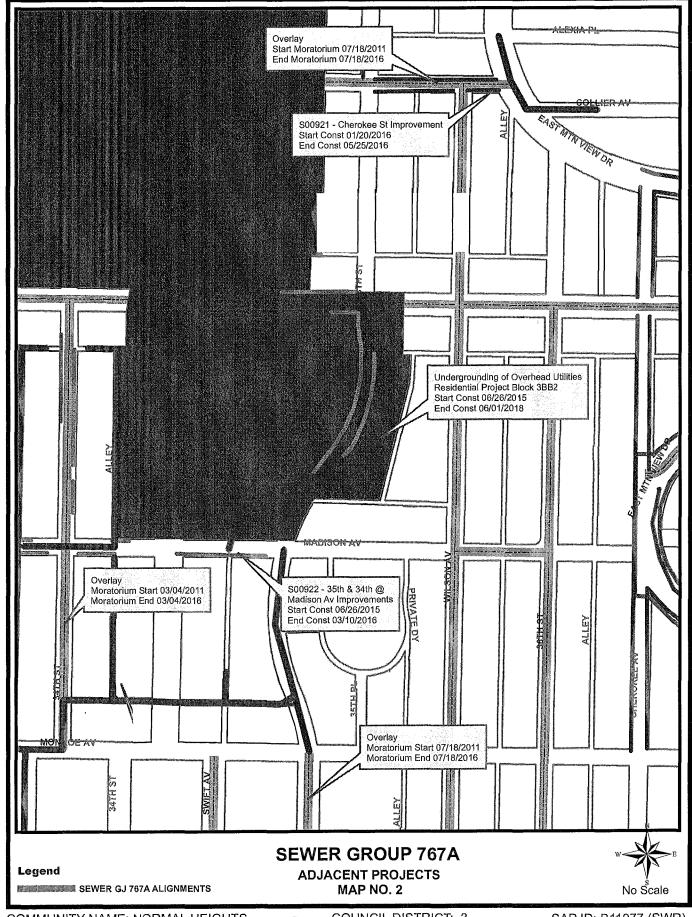
ADJACENT PROJECTS



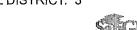
COMMUNITY NAME: NORMAL HEIGHTS Appendix F - Adjacent Projects Volume 1 of 2 (R Date: DECEMBER 10, 2014

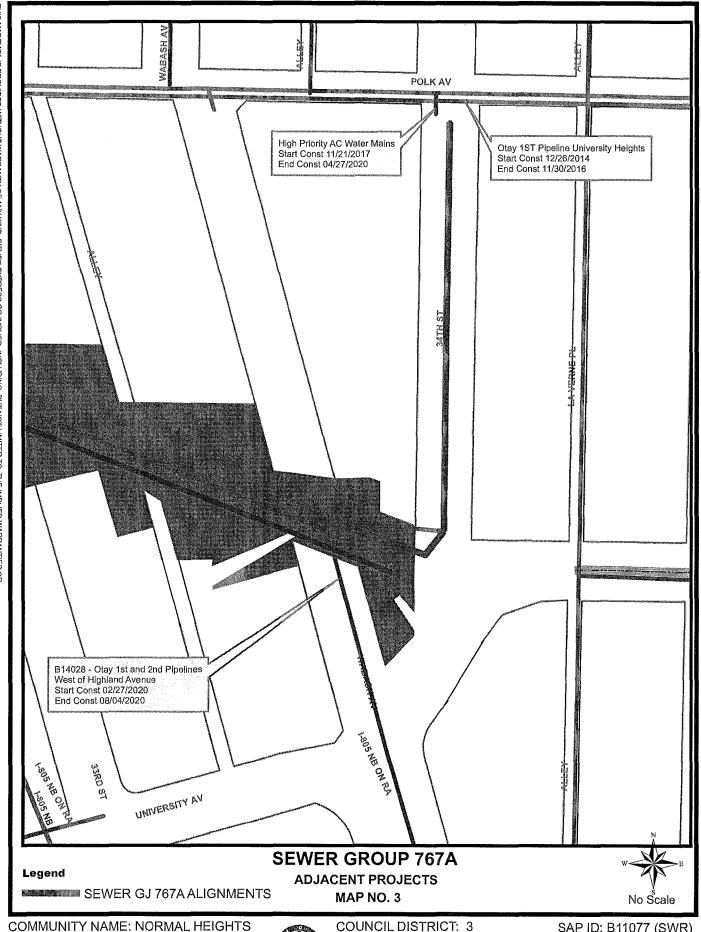


SAPID. BI



COMMUNITY NAME: NORMAL HEIGHTS
Appendix F - Adjacent Projects Volume 1 of 2 (R
Date: DECEMBER 10, 2014





COMMUNITY NAME: NORMAL HEIGHTS Appendix F - Adjacent Projects Volume 1 of 2 (R Date: DECEMBER 10, 2014



APPENDIX G

CALTRANS PERMIT

Ann M. Fox, District Permit Engineer

CITY OF SAN DIEGO 11-15-NUJ-0014 FEBRUARY 18, 2015 PAGE TWO

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 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.

Permittee's Contractor will be 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 permit inspection deposit fee of \$2,788.00 will be required upon submittal of the application to perform the work. Your Contractor will also be responsible for any review fees of required submittals. Also, your Contractor must submit proof that they have obtained executed bonds in accordance with General Provision No. 24 and that they have obtained the proper Cal-OSHA permits.

Not withstanding 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 inform 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 Construction Engineer at no cost to the State.

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 Provisions dated March, 2013.

CITY OF SAN DIEGO 11-15-NUJ-0014 FEBRUARY 18, 2015 PAGE THREE

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.

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 September, 2012.

The Permittee shall retain a Civil Engineer, licensed to practice in California, who shall upon completion of the placement or regrading of materials requiring compaction, furnish to the State's Inspector, a report certifying that the compaction work has been accomplished in accordance with Caltrans Standard Specifications and Standard Plans. Compaction testing, in accordance with Caltrans testing procedures and policies, shall be performed by a certified testing laboratory. Copies of the test shall accompany the engineer's report.

At least fourteen days prior to the start of work, a project specific shoring plan and calculations for any trench 5 feet deep or greater shall be submitted to the Permit Inspector for review and approval by the District 11 Bridge Engineer. The shoring plan must be designed, stamped, and signed by a California Registered Civil or Structural Engineer unless the contractor elects to use the Construction Safety Order Details from the California Department of Safety and Health, Title 8 of the California Administration Code. No work shall begin until the shoring plans are approved by the Engineer.

Permittee shall furnish to the State Representative and the Materials Engineering and Testing Services (METS) Materials Administrator a completed form DC-CEM-3101 "Notice of Materials to be Used" for all steel casings, signal poles, sign poles, light poles, mast arms, signal panels, guard rail components, and other items as specified by the State Representative. Please note that these materials may require source inspection and approval at the manufacturer's plant. Materials identified on form TL-608 which are not inspected and approved by the State at the manufacturer's plant will be rejected from use on the State highway.

A minimum of six weeks for source inspection, testing, and approval of materials is to be used.

The METS Materials Administrator can be contacted by fax at (916) 227-7084 or by e-mail at: materialsadministratormets@dot.ca.gov.

The Permittee shall provide full-time jack and bore inspection that will be monitored by the State's Geotechnical Representative or the State's Construction Engineer.

CITY OF SAN DIEGO 11-15-NUJ-0014 FEBRUARY 18, 2015 PAGE FOUR

All pits shall have crushed-rock and sump areas to clear groundwater and water used to clean the casing. Pits shall be lined with filter fabric when groundwater is found and pumping is required.

The method used to check the grade and alignment of the jacked casing shall be approved by State's Construction Engineer before work begins.

The Permittee's Contractor shall set and check a survey grid over the centerline of the pipe jacking operation. The survey grid shall be in accordance with the attached Encroachment Permit Survey Grid Sheet. Copies of the survey notes shall be submitted to the State's Construction Engineer. Survey grid points shall be utilized to provide early indications of settlement.

Settlements across the entire width of the highway lanes should not exceed half an inch in 20 feet. The Permittee shall conduct an initial survey scan of the pavement surface prior to jack and bore and subsequent scans during and after the jack and bore operations. If data show that the settlement threshold of half an inch in 20 feet is being approached all jack and bore operations shall cease immediately. The Permittee will then submit a plan to Caltrans to stabilize the excavation for Caltrans review and approval. If deemed necessary by Caltrans, the Permittee shall restore the pavement areas to their original condition.

The State's Construction Engineer may require the Permittee to pressure grout the area between the pavement and the casing from within the casing or from the top of pavement to fill any voids caused by the permitted work. Grouting shall be at the expense of the Permittee. The grout holes inside the pipe shall be 8' apart longitudinally and offset 22 degrees from vertical, and staggered to left and right of the top longitudinal axis of the casing. Grout pressure shall not exceed five (5) psig for a duration sufficient to fill all voids.

Restoration of damage to any highway or non-highway facility caused by the jack and bore operation, shall be the responsibility of the Permittee.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing traffic lanes, ramps, and shoulders in accordance with attached Caltrans 2010 Revised Standard Plans RSP T9, RSP T11, and the attached TRAFFIC CONTROL PLANS, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 Edition, Section 12 "Temporary Traffic Control" of Caltrans 2010 Standard Specifications, and these Special Provisions.

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

CITY OF SAN DIEGO 11-15-NUJ-0014 FEBRUARY 18, 2015 PAGE FIVE

Upon completion of the work provided herein, the Permittee shall submit one vellum or paper set of As-Built plans to the District 11 Caltrans Permit Office showing the actual location of the facility to the nearest 0.1 foot horizontally and vertically. Mylar or paper sepia plans are not acceptable.

As Built plans shall be signed by a Land Surveyor or Civil Engineer licensed to practice in the State of California.

Locations shall be tied to points that are compatible with State's datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities.

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

- AUTHORITY: The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
- ASSIGNMENT: No party other than the permittee or permittee's authorized agent is allowed to work under this permit,
- 5. ACCEPTANCE OF PROVISIONS: Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
- 6. BEGINNING OF WORK: When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
- 7. STANDARDS OF CONSTRUCTION: All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
- 8. PLAN CHANGES: Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
- 9. INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
- 10. PERMIT AT WORKSITE: Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
- 11. CONFLICTING ENCROACHMENTS: Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
- PERMITS FROM OTHER AGENCIES: This permit is invalidated
 if the permittee has not obtained all permits necessary and required by

- law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall 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 shall 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 7-1.09 Public Safety of the Department Standard Specifications.
- 14. PUBLIC TRAFFIC CONTROL: As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.
 - Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
- 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 specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways 30', conventional highways (no curbs) 20', conventional highways (with curbs) 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
- 17. CARE OF DRAINAGE: Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
- RESTORATION AND REPAIRS IN RIGHT OF WAY: Permittee
 is responsible for restoration and repair of State highway right of way
 resulting from permitted work (State Streets and Highways Code,
 Sections 670 et, seq.).

- 19. RIGHT OF WAY CLEAN UP: Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
- 20. COST OF WORK: Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
- ACTUAL COST BILLING: When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits,
- 22 AS-BUILT PLANS: When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
 - Upon completion of the work provided herein, the permittee shall send one veilum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - 3. The plans are to be 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 State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 - 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 - As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 - 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
- 24. BONDING: The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: 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 agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State'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 shall comply with said notice at his sole expense.
- 26. ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
- 27. PREVAILING WAGES: Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
 - RESPONSIBILITY FOR DAMAGE: The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit,

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

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. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. NO PRECEDENT ESTABLISHED: This permit is issued with the understanding that it does not establish a precedent.

30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:

- A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
- 1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- 3. That such discrimination shall 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 right of way.
- 4. That the permittee shall 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.
- 5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE OF HIGHWAYS: The permittee agrees, by acceptance of a permit, 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, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is Issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not Ilmited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. PRIVATE USE OF RIGHT OF WAY: Highway right of way shall not be used for private purposes without compensation to the State.

- The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16,
- 34. FIELD WORK REIMBURSEMENT: Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
- 35. NOTIFICATION OF DEPARTMENT AND TMC: The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall 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 shall provide notification at least 48 hours
 before performing any excavation work within the right of way.

Highway and Freeway encasement requirements for Transverse crossings of Utility installations, installed by the following methods. The pavement or roadway shall not be open-cut unless specifically allowed under a "UT" permit. Utility installations shall not be installed inside of culverts or drainage structures.

The installation of Uncased High Pressure Natural Gas pipelines, on a case by case basis may be allowed, when in compliance with TR-0158 Special Provisions, "Exception to Policy" for Uncased High Pressure Natural Gas Pipelines.

	Bore a	nd Jack	Direction	al Drilling	Trenching	
Facility Type	Frwy/Expwy	Conventional	Frwy/Expwy	Conventional	Frwy/Expwy	Conventional
High Risk (Section 605)	Encase	Encase	Encase	Encase	Encase	Encase
Low Risk (Section 605)	Encase	Encase	Encase	Encase	Encase	Encase*
Exempt Facilities (Section 605)	Encase	Encase	Encase*	Encase*	Encase*	Encase*
Pressurized Fluids	Encase	Encase	Encase	Encase	Encase	Encase
Natural Gas Lines Minimum 7.5' Depth (Appendix H)	Encase*	Encase*	Encase*	Encase*	Encaso*	Encase*
Gravity Flows	Bncase	Ençase	Encase	Encase	Encase*	Encase*

*NOTE: The District Permit Engineer may waive at his/her discretion the encasement requirement when warranted,

UG 1. CASINGS:

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

When the method of Horizontal Directional Drilling is used to place casing, the use of High Density Polyethylene Pipe (HDPE) as casing is acceptable. In specific instances the approval of Headquarters Office of Encroachment Permits, may be required.

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 shall have rubber gaskets at the joints, and holes for grouting of volds left by jacking operations, see "E" below.

- A. All pipes 6" or larger in diameter, or placement of multiple pipes or ducts, regardless of diameters, shall require encasement.
- B. Minimum wall thickness for steel pipe casing for different lengths and diameters of pipes are as follows:

inimum Wall Thickn	ess
Up to 150 ft (Length)	Over 150 ft (Length)
1/4"	1/4"
3/8"	1/2"
1/2"	3/4"
3/4"	3/4"
	Up to 150 ft (Length) 1/4" 3/8"

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

- D. The ends of the casing shall be plugged with ungrouted bricks or other suitable material approved by the Department's representative.
- E. When required by the Department's representative, the permittee shall 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 shall be 8' staggered and located 22-1/2 degrees from vertical axis of the casing. Pressure shall not exceed 5 psig for a duration sufficient to fill all voids.
- F. There is a spacing requirement when placement of multiple encasements is requested. The distance between multiple encasements shall be the greater of either 24" or twice that of the diameter of the larger pipe being installed.
- G. The casings placed within freeway right-of-way shall extend to the access control lines.
- H. Wing cutters, if used, shall be a maximum of 1" larger than the casing. Voids caused by the use of wing cutters shall be grouted in accordance with "E" above.
- A band welded to the leading edge of the casing should be placed square to the alignment. The band should not be placed on the bottom edge. Flaring the lead section on bores over 100' shall not be permitted.
- J. All casing lengths shall equal to the auger length,
- K. The easings within conventional highways shall 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 shall extend at least 5' beyond the back of the cross-gutter, or to the right of way line if less.

Bore and receiving pits shall be:

- A. Located at least 10' or more from the edge of pavement on conventional highways in rural areas.
- B. Located 5' behind the concrete curb or AC dike on conventional highways in urban areas.
- C. Located 5' outside the toe of slope of embankment areas.

- D. Located outside freeway right of way.
- Adequately fenced and/or have a Type-K barrier placed around them.
- Adequately shored in accordance with Cal-OSHA requirements. Shoring for jacking and receiving pits located within 15' of traffic lanes on a State highway shall not extend more than 36" above the pavement grade unless otherwise authorized by Department's representative. Reflectors shall be affixed to the shoring on the sides facing traffic. A 6' chain link fence shall be installed around the perimeter of the pits during non-working hours.
- G. All pits should 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 shall be lined with filter fabric.

UG 2. **DIRECTIONAL DRILLING:** Bore and Receiving Pits

When directional drilling is the approved method for pipe installation, drilling plans shall contain information listed as

- 1. Location of: entry and exit point, access pit, equipment, and pipe staging area. Proposed drill path alignment (horizontal and vertical).
- Location and clearances of all other facilities.
- Depth of cover.
- Soil analysis,*
- Carrier pipe length, diameter, thickness, and material (HDPE/steel) and ream pipe diameter.
- Detailed carrier pipe calculations confirming ability to withstand installation loads and long term operational loads
- including H20.
 Proposed drilling fluid composition, viscosity, and density (based on soils analysis).
- Drilling fluid pumping capacity, pressures, and flow rates
- State right-of-way lines, property, and utility right of way or easement lines.
- 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 shall be placed at a 20:1 taper or as otherwise directed by the Department.

UG 4. TUNNELING:

Review, requirements of Section 623.6 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 shall provide full-time inspection of tunneling operations. Department's representative shall monitor projects.

- C. A survey grid shall be set and appropriately checked over the centerline of the pipe jacking or tunneling operation. Copies of the survey notes shall 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 shall be approved by the Department's representative.
- F. Pressure grouting for liner plates, rib and spiling, or rib and lagging tunnels shall be at every 8' section or at the end of work shift before the next section is excavated. All grouting shall be completed at the end of each workday.
- G. A method for securing the headway at the end of each workday is required. Breastplates shall be installed during working hours for running sand or super-saturated soil.

HIGH AND LOW RISK FACILITIES:

High and Low Risk Facilities, as defined in the Department's current Manual on High and Low Risk Underground Facilities, shall be installed with a minimum cover of 42".

EXEMPT AND OTHER UNDERGROUND UG 6. FACILITIES:

. A. Exempt Facilities:

- Gas service lines no larger than 2" in diameter or operating at 60 psig or less.
- Underground electrical service conductors with a potential to ground of 300 volts or less. Departmental owned electrical systems.
- All facilities other than high and low risk shall have a minimum cover of 36" except for service connections, which shall have a minimum cover of 30".

DETECTOR STRIP: UG 7.

A continuous metallic detector strip shall be provided with non-metallic main installations. Service connections shall be installed at right angles to the centerline of the State highway where possible.

UG 8. BACKFILLING:

All backfilling shall conform to the applicable sections of the Department's Standard Specifications. Ponding or jetting methods of backfilling is prohibited.

Any required compaction tests shall 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 shall be as specified in the permit.

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

UG 10. DAMAGE TO TREE ROOTS:

No tree roots over 3" will be cut within the tree drip line when trenching or other underground work is necessary adjacent to roadside trees. The roots that are 3" or more in diameter inside the tree drip line shall be tunneled under and wrapped in burlap and kept moist until the trench is refilled. 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 shall not be installed within 20' of any trunk.

UG 11. PIPES ALONG ROADWAY:

Pipes and conduits paralleling the pavement shall 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 shall not place any markers that create a safety hazard for the traveling public or departmental employees.

UG 14. CATHODIC PROTECTION:

The permittee shall perform stray current interference tests on underground utilities under cathodic protection. The permittee shall notify the Department prior to the tests. The permittee shall perform any necessary corrective measures and advise the Department,

UG 15. TIE-BACKS:

- A. Tie-backs shall be placed for the sole purpose of supporting shoring and/or soldier piles placed outside State highway rights-of-way to facilitate permittee's excavation.
- B. Tiebacks shall be disconnected from the shoring and/or soldier piles one (1) year prior to releasing the bond.

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 shall be opencut at any one time. Any exceptions shall 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 shall be required to make the entire highway facility available to the traveling public in accordance with the Steel Plate Bridging Special Provisions (TR-0157)

UG 17. PAVEMENT REMOVAL:

PCC pavement to be removed shall 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 shall 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 shall be removed.

UG 18. MAINTAIN ACCESS:

Where facilities exist (sidewalks, bike paths), a minimum width of 4' shall be maintained at all times for safe pedestrian and bicyclist passage through the work area.

UG 19. SIDES OF OPEN-CUT TRENCHES:

Sides of open cut trenches in paved areas shall be kept as nearly vertical as possible. Trenches shall 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 shall be backfilled with two (2) sack cement-sand slurry.

UG 21. PERMANENT REPAIRS TO PCC PAVEMENT:

Repairs to PCC pavement shall be made of Portland Cement Concrete containing a minimum of 658 lbs. or 7 sack of cement per cubic yard. Replaced PCC pavement shall equal existing pavement thickness. The concrete shall 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 shall 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 shall be dragged or scraped across the highway pavement, and no excavated earth shall be placed or allowed to remain at a location where it may be tracked on 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 shall be immediately removed by the permittee.

TABLE 3			
ADVANCE WARNING SIG	GN SPAC	ING	
	DISTANC	E BETWEEN	N SIGNS *
ROAD TYPE	_ A	В	C
	f†	₹†	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 recommunended distances.

TARLE 1

TABLE							
TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING							
	FOR W	MINDMUM TA	PER LENGT	MAXIMUM CHANNELIZING DEVICE SPACING			
SPEED					x	Y	z **
(S)	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	TAPER	TANGENT	CONFLICT
mph	f+	f†	ft	ft	1 1	f†	F t
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	55	110	27
60	1440	720	360	240	60	120	30
65	1560	780	390	260	65	130	32
70	1680	840	420	280	70	140	35

* - For other offsets, use the following merging taper length formula for LF For speed of 40 mph or less, L = WSZ/80 For speed of 45 mph or more, L = WS

Where: L = Taper 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							
	DOWNGRADE Min D						
SPEED*	Min D**	-3%	-6%	-9%			
mph	f†	ft	ft	f†			
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			

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

NO SCALE

RSP T9 DATED JULY 19, 2013 SUPERSEDES RSP T9 DATED APRIL 19, 2013 THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T9

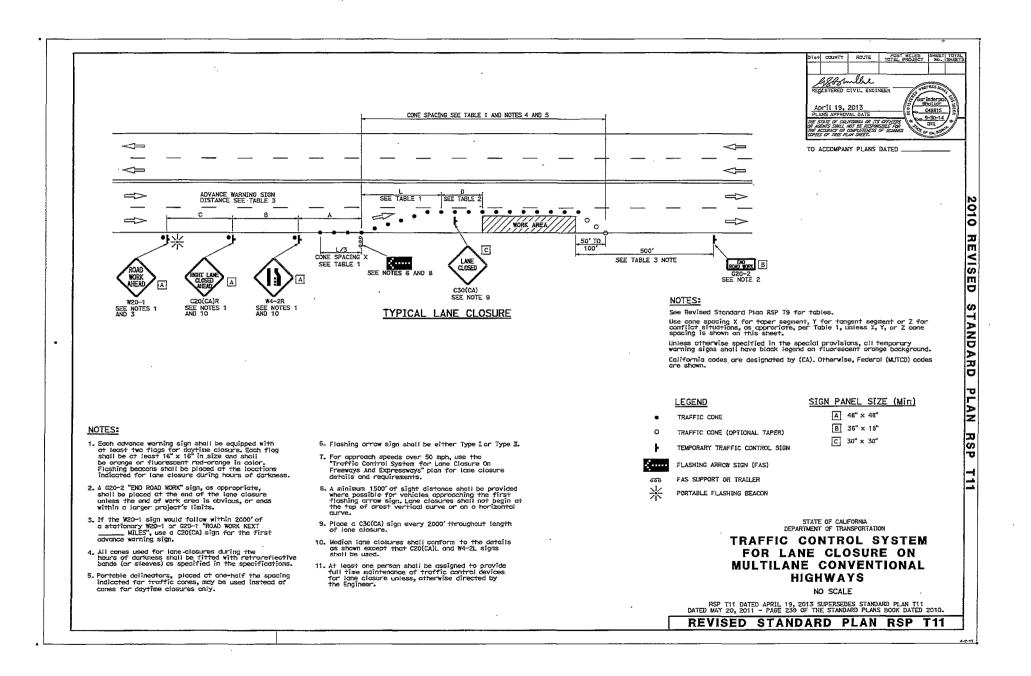
30-13

2010 REVISED

STANDARD

PLAN RSP

79



- 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) that would require a waste discharge identification number or coverage under the California Construction General Permit (Order No. 2009-0009-DWQ, NPDES No CAS000002). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.
- 2. NPDES REQUIREMENTS: The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permitte's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation 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, and 9) Illicit connection, illegal discharge detection and reporting. The Permittee shall 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 shall 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 shall be provided to the State representative within 48 hours of reported activity. For additional information on storm water compliance, visit the State Water Resources Control Boards storm water Website http://www.waterboards.ca.gov/water_issues/programs/storinwater
- 3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee shall 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.
- 4. SPOILS AND RESIDUE: The Permittee shall vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.
- 5. 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 shall not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the State of California standard specifications for construction (most current version) http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2010-SSPs/.
- 6. VEHICLES AND EQUIPMENT: Permittee shall 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.
- 7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall 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 shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall 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.
- 9. 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 shall be performed during dry weather.
- 11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.
- 12. PROTECTION OF DRAINAGE FACILITIES: The Permittee shall 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 the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 version).
- 13. 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 shall be disposed of at an approved hazardous waste site.
- 14. 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, shall conform to section 13-4.03C Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 version).
- 15. CONCRETE EQUIPMENT: Concrete equipment shall be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

- 16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation shall be replaced as directed by the State Representative.
- 17. SOIL DISTURBANCE: Soil disturbing activities shall be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented in advance of soil disturbing activity.
- 18. 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 the State of California (2010 version) standard specifications for construction 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.
- 19. STOCKPILES: Stockpiles containing aggregate and/or soil shall 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 shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 9mil plastic to prevent contact with water.
- 20. DISCOVERY OF CONTAMINATION: The State Representative shall 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.
- 21. 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.
- 22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oll-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other nonstorm water liquids not covered under separate waste water permits shall 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
- 23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters, Direct runoff water, 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 water.
- 24. 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 storm water run-on when not in use.
- 25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines. 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 shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 version). A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board shall be provided to the State representative.

BACKFILL REQUIREMENTS

A. Backfill Within Existing or Proposed Paved Areas:

1. Material for use as structure backfill shall have a sand equivalent of not less than 20. The percentage composition by weight as determined by laboratory sieves shall conform to the following grading:

Sleve Sizes	Percentage Passing Sieves
311	100
No. 4	35-100
No. 30	

Backfill material shall be placed in horizontal, uniform layers not exceeding 8 in. in thickness, before compaction, and shall be brought up uniformly on all sides of the structure or facility. Each layer of backfill shall be compacted to a relative compaction of not less than 95 percent.

Controlled Low Strength Material (CLSM) shall be allowed for trench backfill if it meets Caltrans Standard Special Provisions 19-270-E and 19-270-M.

- 2. The upper 8 in. shall consist of 6 in. Class 1 high early strength portland cement concrete (7 sack Type III cement) or Class 1 portland cement concrete (7 sack Type II with 2 percent calcium chloride by weight of cement) and 2 in. of asphalt concrete extending outside the underlying trench a minimum distance of 6 in. on each side. Pavement shall be saw-cut a minimum of 2.5 in. deep to a neat, straight line. Traffic shall not be allowed across the trench area until the PCC has been poured and has had reasonable time to set and permanent or temporary AC paving is in place.
- 3. In cases where the trench width does not exceed 6 feet, requirement A2 may be waived and the following requirements substituted: the backfill material shall conform to A1 above and shall be thoroughly mixed with 2 sacks of portland cement per cubic yard. Placement and compaction shall conform to A.1. The upper portlon shall consist of a tack coat of liquid asphalt and 4 in. asphalt concrete placed and compacted in two even lifts and rolled to a smooth even finish. Traffic shall not be allowed across the trench area until the AC paving is in place.
- 4. For paved shoulders only, upon express permission of the State's Inspector, Provision A may be waived and Provision 3 backfill requirements shall apply.

B. Backfill in Paved Shoulder Areas:

The backfill to within 12 in. of the existing or proposed profile grade shall conform to A1 above. The upper 12 in. shall consist of 8 in. Class 2 aggregate base compacted to a relative compaction of not less than 95 percent, covered with a tack coat of liquid asphalt and 4 in. asphalt concrete placed and compacted in two lifts and rolled to a smooth, even finish.

C. Backfill in Unpaved Shoulder Areas:

The backfill to within 12 in. of the existing or proposed profile grade shall conform to A1 above. The upper 12 in. shall consist of Class 2 aggregate base compacted to not less than 95 percent.

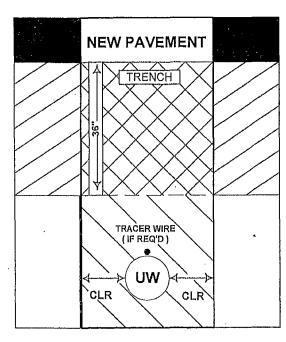
D. Backfill Outside of Highway Shoulders:

The backfill material may consist of material from excavation, free from stones or lumps exceeding 3 in., vegetable matter, or other unsatisfactory material, and shall be compacted in lifts not exceeding 8 in. to a relative compaction of 90 percent. When the material from excavation is unsuitable for use as backfill, it shall be disposed of and replaced with material meeting the above requirements of A1.

Excess material shall be disposed of outside the State right of way or at a location designated by the Department of Transportation's representative.

TR-0153 (REV. 09/2006)

TYPICAL TRENCH DETAIL





Existing Pavement (Existing HMA Pavement)

Existing Base

Existing Subgrade

New Pavement (New HMA Pavement) match existing +1" - (MAX 7")

New Pavement Base

New Subgrade

UW - Width of Utility or Culvert

HMA - Hot Mix Asphait

CLR - Clearance between product and trench wall

TW - Trench Width

CLSM - Controlled Low Strength Material

STRUCTURE BACKFILL SHALL CONFORM TO SECTION 19 - 3.06 OF THE STANDARD SPECIFICATIONS

SLURRY CEMENT BACKFILL SHALL CONFORM TO SECTION 19 - 3.062 OF THE STANDARD SPECIFICATIONS

HMA SHALL CONFORM TO SECTION 39 OF THE STANDARD SPECIFICATIONS

ALL METHODS OF COMPACTION SHALL BE BY MECHANICAL MEANS. PONDING, JETTING OR FLOODING SHALL NOT BE ALLOWED.
AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE STANDARD SPECIFICATIONS

WHEN CLSM IS UTILIZED THE MIX DESIGN AND TEST RESULTS SHALL BE SUBMITTED TO THE STATE'S REPRESENTATIVE.

ALL WORK SHALL BE AS AUTHORIZED BY THE APPROVED ENCROACHMENT PERMIT PLANS, AND/OR AS DIRECTED BY THE STATE'S REPRESENTATIVE.

WHEN THE UW IS ≥ 6" THEN THE MINIMUM CLR SHALL BE 6"

COLD PLANING AND RE-SURFACING OVERLAY SHALL BE PARALLEL TO THE ROADWAY AND TO THE NEAREST LANE LINE FOR THE ENTIRE LENGTH OF THE TRENCH/DISTURBED AREAS, AND/OR AS DIRECTED BY THE STATE'S REPRESENTATIVE.

WHEN COLD PLANING IS REQUIRED, THE MINIMUM SHALL BE 0.10' OR AS DIRECTED BY THE STATE'S REPRESENTATIVE TO ACCOMODATE FIELD CONDITIONS.

COLD PLANING MAY BE REQUIRED AT THE DIRECTION OF THE STATE'S REPRESENTATIVE TO ACCOMODATE THE PLACEMENT OF STEEL PLATES.

WHEN TRENCH PLACEMENT IS WITHIN 4' OF CURB & GUTTER, ADDITIONAL COLD PLANING MAY BE REQUIRED AT THE DISCRETION OF THE STATE'S REPRESENTATIVE.

ANY PAVEMENT MARKINGS AND/OR STRIPING REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AS DIRECTED BY THE STATE'S REPRESENTATIVE.

A TRACER WIRE SHALL BE PLACED ON TOP OF THE FACILITY, WHEN REQUIRED BY THE STATE'S REPRESENTATIVE.

OTHER TRENCH RELATED DETAILS ARE SHOWN IN FIGURE 6.1, CHAPTER 6 OF THE ENCROACHMENT PERMITS MANUAL.

A PAINT BINDER (TACK COAT) OF ASPHALTIC EMULSION CONFORMING TO SECTION 39-4.02, PRIME COAT & PAINT BINDER (TACK COAT) SHALL BE FURNISHED AND APPLIED.

NEW PAVEMENT BASE SHALL CONSIST OF EITHER CL. II AGGREGATE BASE, 2-SACK SLURRY CEMENT, OR CLSM. WHEN TWIS < 24," CL. II AGGREGATE BASE IS NOT RECOMMENDED FOR BACKFILL.

NEW SUBGRADE SHALL CONSIST OF EITHER CL. II AGGREGATE BASE, 2-SACK SLURRY CEMENT, OR CLSM. WHEN TW IS < 24," CL. II AGGREGATE BASE IS NOT RECOMMENDED FOR BACKFILL.

APPENDIX H

HAZARDOUS LABEL/FORMS

INCIDENT/RELEASE ASSESSMENT FORM 1

If you have an emergency, Call 911

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

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE I	DESCRIPTION	Incident #
Date/Time Discovered	Date/Time Discharge	Discharge Stopped ☐ Yes ☐ No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Fie	eld, Lease, Well #, GIS)	
Please describe the incident and indi-	cate specific causes and area affect	ed. Photos Attached?: Yes No
Indicate actions to be taken to preven	nt similar releases from occurring in	n the future.
2. ADMINISTRATIVE INFORM	A A TION	
Supervisor in charge at time of incide		Phone:
Contact Person:		Phone:
Contact 1 crson.		1 none.
3. CHEMICAL INFORMATION	ſ	
Chemical		
Chemical	Quant	ity GAL LBS FT
Chemical	Quant	$_{ m ity}$ $_{ m GAL}$ $_{ m LBS}$ $_{ m FT}$
Chemical		·
Clean-Up Procedures & Timeline:	Quant	$_{ m ity}$ \square $_{ m GAL}$ \square $_{ m LBS}$ \square $_{ m FT}$
Clean-op i roccautes & rimenne.		
Completed By:	Phone	:
Print Name:	Title:	

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

	A	BUSINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER () -
	E	INCIDENT MO DAY YR TIME OES DATE
	d	INCIDENT ADDRESS LOCATION CITY / COMMUNITY COUNTY ZIP
		CHEMICAL OR TRADE NAME (print or type) CAS Number
		CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a)
		PHYSICAL STATE CONTAINED PHYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS
		ENVIRONMENTAL CONTAMINATION TIME OF RELEASE DURATION OF RELEASE AIR WATER GROUND OTHER DAYS — HOURS—MINUTES
		ACTIONS TAKEN
•		
		KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)
	F	ACUTE OR IMMEDIATE (explain)
		NOTKNOWN (explain)
		ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS
	d	
L	_ 	
		COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)
	Н	
	1	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type)
1		SIGNATURE OF REPORTING FACILITY REPRESENTATIVE DATE:

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX I

TELEVISING INSPECTION FORMATS AND CODES AND REHAB DATA COLLECTION

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CCTV VIDEO FORMAT STANDARD

9/29/2011

See Whitebook 500-1.1.5 and 2009 City Supplement 500-1.1.5.

This data is based upon our current contract.

The video shall be captured and compressed so as to reduce file size as much as possible while still providing a smooth, clear video. The video shall be at 30 frames per second. The compression shall be in Windows Media Video Format (.wmv).

The compression shall not significantly degrade the still frame quality of the video or audio signal from the original source video, as judged in a side by side viewing, under normal viewing conditions.

Service Provider shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality to be provided for approval by the City. This submittal shall note any proposed changes to the specification regarding video format, data processing, compression or other condition for review and approval by the City.

512 kbps video.

Video: 30 fps, 320 X 240, WMV V9 Compression.

Audio: 64 kbps, 44,100 Hz, 16 bit, Stereo.

Digital Video Filename Specification

Pipeline Inspection

Videos are stored and named by manhole-to-manhole pipe segments. The file name must be stored in a field in the database to be provided.

The file naming convention for video files is as follows:

St	art M	Н		E	nd MI	H			}	
Field	D	Map	D	Field	D	Мар	D	Date	D	Extension
Book	a	ID	a	Book	a	ID	a	hhddmmyy	o	
Page	S		S	Page	S		S		t	
	h		h		h		h			
A09S	-	1	-	A10S		10	-	24081205		WMV

Note that the Map ID and the Sequence Number will not have leading 0s. However, the date will always be specified as an eight-digit sequence with a two-digit hour based on 24-hr clock, two-digit day, a two-digit month, and a two-digit year (including leading 0s as necessary). The hour is included primarily to differentiate multiple inspections performed on the same pipe on the same day (a rare event).

Manhole Inspection

Videos are stored and named by manhole. The file name must be stored in a field in the database to be provided.

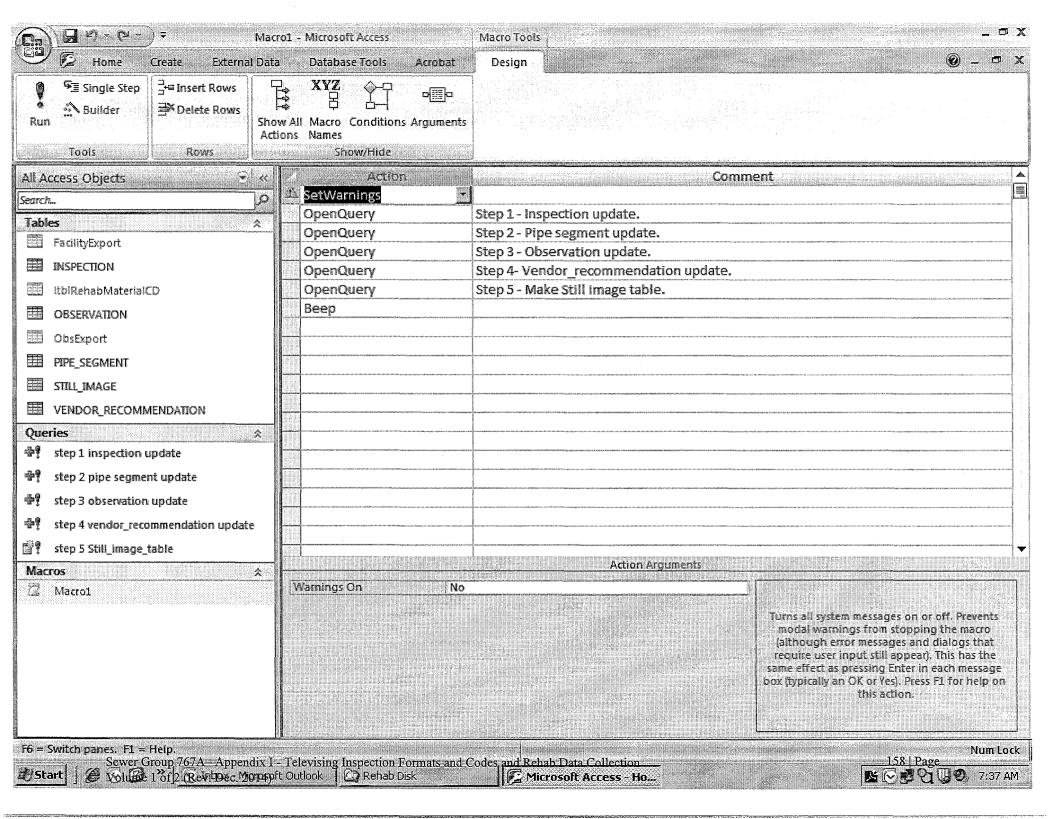
The file naming convention for video files is as follows:

Field	D	Мар	D	Date	D	Extension
Book	a	ID	a	hhddmmyy	0	" '
Page	S.		s		t	1
	h		h		1	
A10S	-	10	<u>i</u>	24081205		WMV

Note that the Map ID and the Sequence Number will not have leading 0s. However, the date will always be specified as an eight-digit sequence with a two-digit hour based on 24-hr clock, two-digit day, a two-digit month, and a two-digit year (including leading 0s as necessary). The hour is included primarily to differentiate multiple inspections performed on the same manhole on the same day (a rare event).

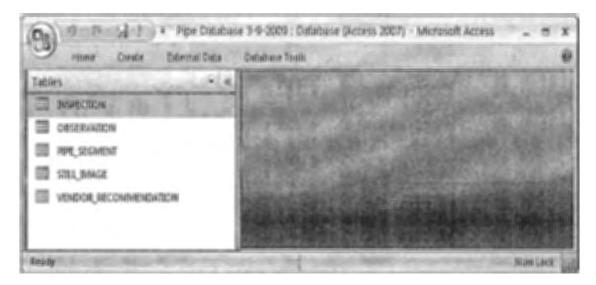
Appendix C FY 2010

Page 1 of 2



Pipe Database Structure

The Pipe database employs the use of 5 tables.



G:\CCTV Data\Public\Rehab Contracts\Video and Database Wednesday, November 16, 2011 Requirements\Rehab Disk\PDF to Disk\Blank Citydata 11-16-2011.accdb

Table: INSPECTION Page: 1

Properties

DateCreated: 5/29/2008 4:15:22 PM DefaultView: 2 DisplayViewsOnSharePointSi 1 FilterOnLoad: False GUID: {guid {D3A951C4-C5CE-4ACC- HideNewField: False

933B-41AF2D376CBC}}

11/16/2011 8:29:03 AM Long binary data LastUpdated: NameMap:

OrderByOn: OrderByOnLoad: True Orientation: Left-to-Right RecordCount: 0 Updatable: TotalsRow: False True

Columns

Name	Туре	Size
INSPECTION_SEQ_NUM	Long Integer	4
FAC_SEQ_NUM	Double	8
INSPECTION_DT	Date/Time	8
CAMERA_OPERATOR	Text	20
PRECIPITATION_QTY	Text	20
VIDEO_DIRECTION_TXT	Text	8
STREET_NM	Text	30
SURFACE_TYP_TXT	Text	9
UPSTREAM_MANH_FLD_BK_PAGE_NUM	Text	4
UPSTREAM_MANH_MAPID	Long Integer	4
UPSTREAM_MANH_FLD_BK_GRID_NUM	Double	8
DOWNSTRM_MANH_FLD_BK_PAGE_NUM	Text	4
DOWNSTRM_MANH_FLD_BK_GRID_NUM	Long Integer	4
DOWNSTREAM_MANH_MAPID	Long Integer	4
START_FOOTAGE_QTY	Double	8
END_FOOTAGE_QTY	Single	4
QC_PERSON_NM	Text	10
QC_DT	Date/Time	8
VIDEO_FILE_NAME	Text	100

G:\CCTV Data\Public\Rehab Contracts\Video and Database

Requirements\Rehab Disk\PDF to Disk\Blank Citydata 11-16-2011.accdb

Table: OBSERVATION

Wednesday, November 16, 2011

Page: 2

Properties

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5/29/2008 4:15:09 PM

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2

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LastUpdated:

9/29/2011 8:55:16 AM

NameMap:

Long binary data

OrderBy:

[OBSERVATION].[OBSERVATI ON_SEQ_NUM]

OrderByOn:

Orientation:

Left-to-Right

OrderByOnLoad: RecordCount:

True 0

TotalsRow:

False

True

Updatable:

True

Columns

Name	Туре	Size
INSPECTION_SEQ_NUM	Long Integer	4
FAC_SEQ_NUM	Double	8
OBSERVATION_SEQ_NUM	Long Integer	4
OBSERVATION_CD	Text	10
FOOTAGE_QTY	Long Integer	4
OBSERVATION_COMMENT	Text	150

G:\CCTV Data\Public\Rehab Contracts\Video and Database Requirements\Rehab Disk\PDF to Disk\Blank Citydata 11-16-2011.accdb Wednesday, November 16, 2011

Table: PIPE SEGMENT

Page: 3

Properties

DateCreated: DisplayViewsOnSharePointSi 1

6/18/2010 10:07:55 AM

DefaultView: FilterOnLoad: 2

GUID:

{guid {2DD7767A-1885-44A9-

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8FD1-7F2B3CFA44CB}}

LastUpdated:

9/29/2011 8:57:46 AM

NameMap:

Long binary data

OrderByOn: Orientation: False

OrderByOnLoad:

True

TotalsRow:

Left-to-Right False

RecordCount: Updatable:

0 True

Columns

Name	Туре	Size
INSPECTION_SEQ_NUM	Double	8
Project_Name	Text	35
FAC_SEQ_NUM	Double	8
LGTH_QTY	Double	8
DEPTH	Double	8
JOINT_SPACING_NUM	Double	8
INSD_DIAM_SIZE_NUM	Double	8
START_FOOTAGE_QTY	Double	8
END_FOOTAGE_QTY	Single	4
PIPE_SEGMENT_COMMENT_TXT	Text	255
MATL_CD	Text	50
REHAB_MATL_CD	Text	5

G:\CCTV Data\Public\Rehab Contracts\Video and Database Wednesday, November 16, 2011

Requirements\Rehab Disk\PDF to Disk\Blank Citydata 11-16-2011.accdb

Table: STILL IMAGE Page: 4

Long binary data

Left-to-Right

True

False

Properties

2 DateCreated: 5/29/2008 4:15:16 PM DefaultView: DisplayViewsOnSharePointSi 1 FilterOnLoad: False GUID: {guid {2142CAF4-0412-4E45-HideNewField: False

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LastUpdated: 9/29/2011 8:55:55 AM NameMap: OrderBy: [STILL_IMAGE].[OBSERVATIO OrderByOn:

N_SEQ_NUM], [STILL_IMAGE].[INSPECTION

_SEQ_NUM]

OrderByOnLoad: True Orientation:

RecordCount: 0 TotalsRow:

True Updatable:

Columns

Name Size Туре INSPECTION_SEQ_NUM Long Integer 4 Double FAC_SEQ_NUM 8 OBSERVATION_SEQ_NUM Long Integer 4 ONLINE_STORAGE_FILE_NM Text 50 STILL_IMAGE_SEQ_NUM Long Integer 4 G:\CCTV Data\Public\Rehab Contracts\Video and Database Wednesday, November 16, 2011 Requirements\Rehab Disk\PDF to Disk\Blank Citydata 11-16-2011.accdb

Table: VENDOR RECOMMENDATION Page: 5

Properties

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9/29/2011 8:56:14 AM NameMap: LastUpdated: OrderByOnLoad: OrderByOn: False

Orientation: Left-to-Right TotalsRow: False

RecordCount: 0 Updatable: True

Long binary data

True

Columns

Туре Size Name VENDOR_RECOMMENDATION_SEQ_NUM Double 8 Double 8 INSPECTION_SEQ_NUM FAC_SEQ_NUM Double 8 RECOMMENDATION_CD Text 8 RECOMMENDATION_CD2 Text 8 PRIORITY_CD Long Integer 4

Material Descriptions used by S_Mains

The following material	code goes into the PIPE_SEGMENT tables MATL_CD column.
MATERIAL CODE	MATERIAL DESCRIPTIONS
ABS	ABS-ACRYLONITRILE BUTYLDENE STY
AC	ASBESTOS CEMENT
CI	CAST IRON
CICL	CAST IRON CEMENT LINED
CMLCS	CEMENT MORTAR LINED AND COATED STEEL PIPE
CP	CONCRETE PIPE
DI	DUCTILE IRON
FRC	FIBERGLASS REINFORCED CONCRETE
HDPE	HIGH DENSITY POLYETHYLENE
PCSC PERM	PRESTRESSED CONCRETE STEEL CYLINDER PERMASTRAN
PLCP	PLASTIC LINED CONCRETE PIPE
PLRCP	PLASTIC LINED CONCRETE PIPE PLASTIC LINED REINFORCED CONCRETE PIPE
PVC	PVC-POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RCSC	REINFORCED CONCRETE STEEL CYLINDER
RCTL	REINFORCED CONCRETE TECHITE LINED
RPM	REINFORCED PLASTIC MORTAR
RSP	REINFORCED STEEL PIPE
SCRW	STEEL CYLINDER ROD WRAPPED
STL	STEEL
UNK	UNKNOWN
VC	VC-VITRIFIED CLAY
VCES	VITRIFIED CLAY EXTRA STRENGTH
WSCL	WELDED STEEL CEMENT LINED
The following rehab co	ode goes into the PIPE_SEGMENT tables REHAB_MATL_CD column.
REHAB CODE	REHAB DESCRIPTION
Lined	This only designates that the pipe was lined. For CCTV contracts only.
ULINE	U-LINER - For Rehab contracts.
RIBLC	RIBLOCK - For Rehab contracts.
INSIT	INSITUFORM - For Rehab contracts.
HOBAS	HOBAS - For Rehab contracts.
FRSTL	FIRST LINER - For Rehab contracts.
PP	POLYPHENOL - For Rehab contracts.
DANBY	DANBY - For Rehab contracts.
INLIN	INLINER - For Rehab contracts.
TECH	TECHITE - For Rehab contracts.
NOVA	NOVA - For Rehab contracts.
SEAR	SEAR - For Rehab contracts.
NATNL	NATIONAL cured in place liner - For Rehab contracts.
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City of San Diego

VENDOR RECOMMENDATION TABLE CODES FOR SEWER REHAB AND REPLACEMENT CIP PROJECTS

Prioritization Code Key

- 0 Facility was not inspected
- 1- 0 to 250 Total Severity Points
- 2- 251 to 750 Total Severity Points
- 3- 751 or more Total Severity Points

Recommendation Code Key

- A-No Action
- **B-Debris Cleaning**
- **C- Root Cleaning**
- **D-Spot Repairs**
- E-Facility Replacement
- (N-) Does Not Apply

WRC CODES FOR CITY OF SAN DIEGO

General Codes:

Code	Severity	Observation	Maintenance Points	Structural Points	Definitions	Standard Comments	Joints
GO	N	General Observation	roms	r outies	General observation	If no opposite direction inspection done for an incomplete inspection, note the reason why. Note defects in service connections.	Juits
ST	N	Start Inspection	0	0	Use at the start of all inspections	"Re-Inspection after cleaning", Note if depth of flow is 1/3 pipe or more note if pipe material from manhole is different from line	
FH	N	Finish Inspection	0	a	Use at the end of all inspections	Note the cause for ending the observation if you are not in the manhole, e.g. "camera blocked", "Overlap Point", "Clean Out", or "Dead End". If you are ending a reinspection use "End Re-Inspection".	
мн	N	Manhole	0	0	Upstream/Downstream manhole	Manhole number	
МВ	N	Manhole, Buried	0	0	Any buried / paved over manhole shown on plans	MH # & Note if it is buried or paved over	
MU	N	Manhole, Undocumented	0		All manholes not on the plans	Note if it is paved over / buried	
MD	N	Manhole, Drop Connection	0	0	Drop Connection	Note if it is an inside, outside or direct drop Use with MB or MH	
CUB	N	Camera submerged begin	50	50	Whenever the camera lens is partially or fully submerged, obstructing the view		
CUE	N	Camera submerged end	50	50	Whenever the camera lens is returned to a normal state		
SA	N	Camera Blocked	75	100	impassable blockage, note apparent cause	Preceed Observation with a General observation Noting the apparent cause, e.g. by roots	
DND	N	Dead End	0	0	Dead End	Note if "Plug" & condition	
СО	N	Cleanout	0	0	Use when the camera reaches a cleanout		
мс	N	Material Change	0	0	Any change of pipe material	"Transition to (new pipe size)"	
DC	N	Diameter Change	0	50	Any change of pipe size	"Transition to (new pipe size & material)"	
LL	N	Bend in Pipe Left	0	50	Any bend in pipe to the left.		
LR	N	Bend in Pipe Right	0	50	Any bend in pipe to the right.		
LD	N	Bend in Pipe Down	0	50	Any bend in pipe down.		
LU	N	Bend in Pipe Up	0	50	Any bend in pipe up.		
RP	N	Reverse Pull	0	0	When a camera is reversed into a line and pulled back to the start manhole		
RS	N	Restricted Channel	0	0	Use when the camera is unable to access a channel		
V	N	Vermin	0	0	Any animal or rodent inside the pipe/manhole	Type of rodent	
BG	N	Bugs	0	0	Severe infestation of insects inside the pipe/manhole	Type of bug	

Pipe Codes:

Code	Severity	Observation	aintenance Poir	ructural Poi	Definitions	Standard Comments			
	S	Roots, Small	25		Light fine roots - root fingers following the wail of the pipe covering not more than 10% of the pipe wall; tap root less than 1/4"				
R	М	Roots, Medium	75	0	or more than 1/4 of the pipe; tap root - 1/4" to 1/2"; camera passes without difficulty	Note if roots are coming from a crack, hole, or around a lateral			
	L	Roots, Large	100		Heavy fine roots - a carpet of roots following the walls of the pipe or a mass greater than 1/2 pipe dia.; tap root greater than 1/2"				
	s	Infiltration, slight	0	50	Seeping or Dripping				
1	М	Infiltration, Medium	0	75	Constant stream				
	L	Infiltration, Large	0	150	Gushing water				
	s	Slight Mineral Deposits		50	Indication of Infiltration				
Ε	М	Medium Mineral Deposits	0	75	Under 10% of ID thick				
	L	Heavy Mineral Deposits	0	150	Greater than 10% of ID thick				
	s	Circular Crack, Small	0	100	Hairline less than 50% of circumference		·		
СС	М	Circular Crack, Medium	0		Less than 1/8" open, or hairline greater than 50% of circumference	Note if they are spiral cracks	Cracks at joints are within 4" of joint		
	L	Circular Crack, Large	0		1/8" or greater, open				
	s	Crack -Longitudinal, Small	0	100	Hairline less than 1 section of pipe				
CL	М	Crack -Longitudinal, Medium	0	150	Less than 1/8" open, or hairline greater than 1 section of pipe	If the crack extends past one section of pipe, note the end footage, e.g. to 105'. For continuing cracks, note every 3 pipe lengths with a "continuing" note			
	L	Crack -Longitudinal, Large	0	250	1/8" or greater, open	pipe lenguis with a continuing note			
	s	Cracks -Multiple, Small	0		Hairline cracks in multiple directions, less than 1 section of pipe				
СМ			 		Less than 1/8" open, or hairline greater than 1 section		Cracks at joints are within 4" of joint		
	М	Cracks -Multiple, Medium	0	150	of pipe, in multiple directions Cracks in multiple directions,		-		
	L	Cracks -Multiple, Large	0	 	1/8" or greater, open		Within 4" of joint, crescent crack with no displacement,		
	s	Broken Pipe, Small	0	250	Connecting cracks, no displacement	1	or displaced / gone less than 1 hr, within bell, no dirt Within 4" of joint, crescent crack with displacement 1 - 3		
В	М	Broken Pipe, Medium	0	300	Connecting cracks, some displacement (less than 1/4")	Note apearance of break	hrs, or displaced / gone 1- 2hrs, within bell, no dirt showing		
	L	Broken Pipe, Large	0	500	Connecting cracks, displacement greater than 1/4"		Within 4" of joint, crescent crack with displacement > 3 hrs, or displaced / gone > 2hrs, within bell, no dirt showing		
х	N	Collapsed Pipe	0	700	Use if a section of the pipe wall has fallen in and the structural integrity of pipe has been compromised.	Note the approximate size and give a description.			
	s	Hole in Pipe, Small	0		15" pipe or less: <1" dia. hole* > 15" pipe: <2" dia. hole*	* If a hole is below the waterline it moves up to the next			
н	м	Hole in Pipe, Medium	1 0		15" pipe or less: 1" to 3" dia, pipe is sound, no void *	severity Note the approximate size of the hole, e.g. 1.5". Note if			
	L	Hole in Pipe, Large	0	1	Greater than a moderate hole	there is an apparent void.			

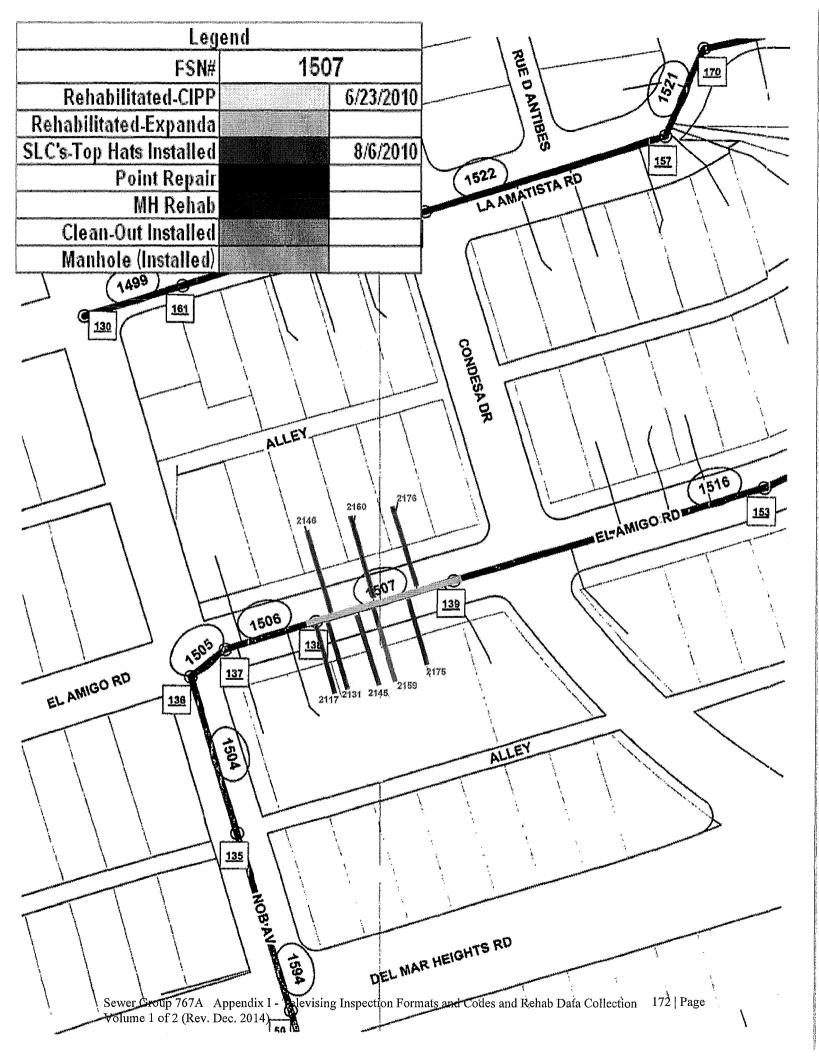
DS	N	Begin Pipe Sag	0	100	Flow depth increases more than 25% of ID				
DF	N	End Pipe Sag	0	. 0	End of sag	Note maximum depth of sag if not submerged			
	S	Erosion of CP, Slight	0	100	Rough walls				
ss	M	Erosion of CP, Moderate	0	200	Exposed aggregate	Use only with concrete pipe			
	L	Erosion of CP, Large	0	500	Exposed rebar				
	s	Debris -Grease, slight	50	0	Slight indication 1/4"-1/2"				
DEG	М	Debris -Grease, Moderate	75	0	1/2" to 2" thick	Note percentage of pipe (similar to roots), for continuing grease, enter observation every 25'			
	L	Debris -Grease, Large	150	0	Greater than 2" thick				
	s	Debris, Slight	50	0	10% of ID or less, rough debris				
DE	М	Debris, Moderate	75	0	10-25% of ID, rough debris	Note the type of debris, e.g. rocks, sludge, etc. For continuing debris, enter observation every 25'			
	L	Debris, Large	150	0	Greater than 25% of ID or impassable, rough debris				
	S	Debris -Silt, Slight	50	0	10% of ID or less, smooth silt				
DES	M	Debris -Silt, Moderate	75	0	10-25% of ID, smooth silt	Note the type of debris, e.g. rocks, sludge, etc. For continuing debris, enter observation every 25'			
	L	Debris -Silt, Large	150	0	Greater than 25% of ID or impassable, smooth silt				
	s	Deformation, Slight	0	50	Less than 15% of ID				
D	М	Deformation, Moderate	0	100	Between 15% and 30% of ID				
	L	Deformation, Large	0	150	>30%	·			
	s	Lining Defect, Small	0		Wrinkles, bubbles, dimples				
LC	М	Lining Defect, Moderate	0	100	Tear, 25% flow restriction	Note the defect			
	L	Lining Defect, Large	o	250	Greater than 25% flow restriction, missing liner				
SR	N	Spot Repair	0	50	Existing repair	Note repair condition			
	s	Corrosion of CI, Slight	0	100	Light teburculation				
со	М	Corrosion of CI, Moderate	0	200	moderate teburculation	Use only with Metal Pipe			
	L	Corrosion of Cl, Large	0	500	impassable, heavy teburculation				

J	o	i	n	t	С	o	d	es

Joint Code	25							
	s	Roots at Joint, Small	25		Light fine roots - root fingers following the wall of the pipe covering not more than 10% of the pipe wall	Note if roots are coming from a crack, hole, or around a	For roots at joints that are continuing: Put in an observation every 25' and note roots at 25% of joints,	
RJ	м	Roots at Joint, Medium	75	0	Medium fine roots covering 10 to 20% of the pipe wall	lateral	50% of joints, 75% of joints or all joints. (understanding that 50% means 25% - 50% etc.). Note every	
	1	Roots at Joint, Large	100		Heavy fine roots - a carpet of roots following the walls of the pipe		occurance of Heavy Roots	
	м	Joint Displaced, Medium	0	_	To thickness of pipe wall.	Do not note minor offsets		
JD	1	Joint Displaced, Large			Visable dist/greater then pine well thickness			
	s	Infiltration at Joint, Small	0		Seeping or Dripping			
IJ	м	Infiltration at Joint, Medium	0		Constant streets			
	1	Infiltration at Joint, Large	0		Gushing water			
	s	Corrosion at Joint, Slight	0	75				
coi	М	Corrosion at Joint, Moderate	0		Passable			
	L	Corrosion at Joint, Large			impassable			
		Circular Crack at Joint, Small			Hairline less than 50% of circumference			
CCI	м	Circular Crack at Joint, Medium			Less than 1/8" open, or hairline greater than 50% of circumference	Note if they are spiral cracks	Cracks at joints are within 4" of joint	
	L	Circular Crack at Joint, Medium			1/8" or greater, open			
	s	Crack -Longitudinal at Joint, Small			Uniting less than 1 continues of pine			
CLJ	М	Crack -Longitudinal at Joint, Medium	0	100	Less than 1/8" open, or hairline greater than 1 section of pipe	If the crack extends past one section of pipe, note the end footage, e.g. to 105'. For continuing cracks, note every 3	Cracks at joints are within 4" of joint	
	L	Crack -Longitudinal at Joint, Medium Crack -Longitudinal at Joint, Large	0	250	1/8" or greater, open	pipe lengths with a "continuing" note		
	s	Multiple Cracks at Joint, Small			Hairline cracks in multiple directions, less than 1 section of pipe			
CMJ	м	Multiple Cracks at Joint, Medium			Less than 1/8" open, or hairline greater than 1 section of pipe, in multiple directions		Cracks at joints are within 4" of joint	
	1	Multiple Cracks at Joint, Large			Cracks in multiple directions, 1/8" or greater, open			
GEJ	N	Gasket Exposed at Joint	0		Gasket expsoed at joint			
	S	Separated Joint, Slight	0		Poll Ermoned			
SJ	M	Separated Joint, Signit	0	100	Dist Especial at the of size			
	1	Separated Joint, Large			Did Fire and Alberton of the			
	s	Broken Joint, Small			Connecting cracks, no displacement		Within 4" of joint, crescent crack with no displacement, or displaced / gone less than 1 hr, within bell, no dirt	
BJ	М	Broken Joint, Medium		300	Connecting cracks, some displacement (less than 1/4")	Note apearance of break	Within 4" of joint, crescent crack with displacement 1 - 3 hrs, or displaced / gone 1- 2hrs, within bell, no dirt showing	
	L	Broken Joint, Large	0	500	Connecting cracks, displacement greater than 1/4"		Within 4" of joint, crescent crack with displacement > 3 hrs, or displaced / gone > 2hrs, within bell, no dirt showing	

Service Codes

	Severity		sintenance Poirructural Po		Standard Comments	opini sa propinsi
CN	N	Service Connection	0 (All factory lateral 'Y' or 'T' service connections		
СВ	N	Break in Connection	0 50	All laterals connected into a hole broken or cut into the main	Note if it is "broken in" rather than cut	
	s	Connection W/ Slight Defect	0 50	Light roots, hairline cracks		
CXC	М	Connection W/ Moderate Defect	0 100	Medium roots, medium cracks	Use after CN or CB Note the defect	Use for lateral defects, not pipe defects
	L L	Connection W/ Large Defect	0 150	Heavy roots, open cracks		
	s	Minor Intruding Lateral	0 75	Less than 1"	Use after CN or CB	
CNI	_м	Moderate Intruding Lateral		1" to 2"	note how far it intrudes	
	L	Severe Intruding Lateral	0 250	Greater than 2"		
	s	Small Roots around lateral	20 50	Small Roots from around the outside of the lateral		
CRA	_M	Medium Roots around lateral	50 50	Medium Roots from around the outside of the lateral		
	L	Heavy Roots around lateral	75 100	Heavy Roots from around the outside of the lateral		
	s	Slight Roots in Lateral	20 (Small Roots in / from lateral		
CR	м	Medium Roots in Lateral	50 0	Medium roots in / from lateral		
	L	Heavy Roots in Lateral	75 50	Heavy roots in / from lateral		
	s_	Slight Grease From Connection	50 0	Slight indication 1/4"-1/2"		
cg	M_	Medium Grease From Connection	75 (1/2" to 2" thick	Note percentage of pipe (similar to roots), for continuing grease, enter observation every 25'	
	L	Heavy Grease From Connection	150	Greater than 2" thick		
CP	N	Plugged Connection	0 0	Lateral not in use	"Plugged" "Full of Rocks", etc.	



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	3	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006

2/18/2014

^{*} Please use this standard template from PUD for reporting rehab data

REHAB DATA COLLECTION - MANHOLES

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MH FSN II	REHAB DATE	LINING TYPE	LINING MATERIAL VENDOR ZEBRON	ILINING SYSTEM	REHAB CONTRACTOR	RIM ELEVATION	INVERTIBLEVATION	ACTUAL DEPTH (VF)	COMMENTS	ACCEPTANCE DATE 3/28/2007
70536	3/28/2007	POLYURETHANE	ZEBRON	ZEBRON 386	ZEBRON CORPORATION	49.8	41.95	/	Leave this row as a sample.	3/28/200
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Sewer Group 767A Appendix I - Televising Inspection Formats and Codes and Rehab Data Collection Volume 1 of 2 (Rev. Dec. 2014)

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REHAB DATA COLLECTION - SEWER LATERALS

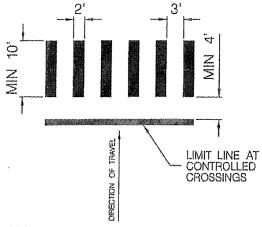
FSN	REHAB DATE	TOPHAT INSTALLED	SIZE	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
5033085	8/22/2006		6		P V C	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006

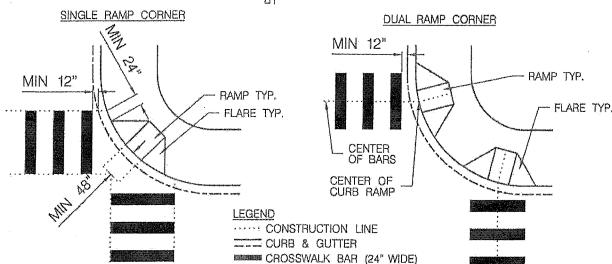
^{*} Please use this standard template from PUD for reporting rehab data

APPENDIX J

CONTINENTAL CROSSWALKS

TYPICAL CONTINENTAL CROSSWALK MARKINGS





GENERAL NOTES:

ALL MARKED CROSSWALKS SHALL HAVE CONTINENTAL MARKINGS UNLESS APPROVED OTHERWISE.

MARKED CROSSWALK LOCATIONS CONSISTING OF BRICK PAVERS OR OTHER DECORATIVE PAVING SHALL

BE PROVIDED WITH A LIMIT LINE ONLY.

SIGNALIZED INTERSECTIONS SHALL BE PROVIDED WITH A MARKED CROSSWALK ACROSS EACH LEG WHERE
PEDESTRIANS ARE PERMITTED TO CROSS.

CONTINENTAL CROSSWALK MARKINGS SHALL BE ALIGNED PARALLEL TO THE DIRECTION OF VEHICLIAR

CONTINENTAL CROSSWALK MARKINGS SHALL BE ALIGNED PARALLEL TO THE DIRECTION OF VEHICULAR TRAVEL

LIMIT LINES SHALL BE INSTALLED A MINIMUM OF 4 FEET IN ADVANCE OF MARKED CROSSWALKS FOR THE APPROACH LANES AT ALL CONTROLLED CROSSINGS.

MARKED CROSSWALKS SHOULD BE A MINIMUM OF 10 FEET IN WIDTH, PLACEMENT OF CONTINENTAL CROSSWALKS SHALL COMPLY WITH ACCESSIBILITY REGULATIONS PER THE MOST RECENT VERSION OF AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.

THE CROSSWALK BETWEEN A DUAL RAMP CORNER AND A SINGLE RAMP CORNER SHALL BE AT LEAST 10 FEET WIDE AND SATISFY THE MINIMUM OF 2 FEET BEYOND THE FLARE REQUIREMENT FOR THE SINGLE RAMP.

CONTINENTAL CROSSWALK BARS SHALL BE UNIFORM WITHIN THE SAME CROSSING, NO PARTIAL BARS

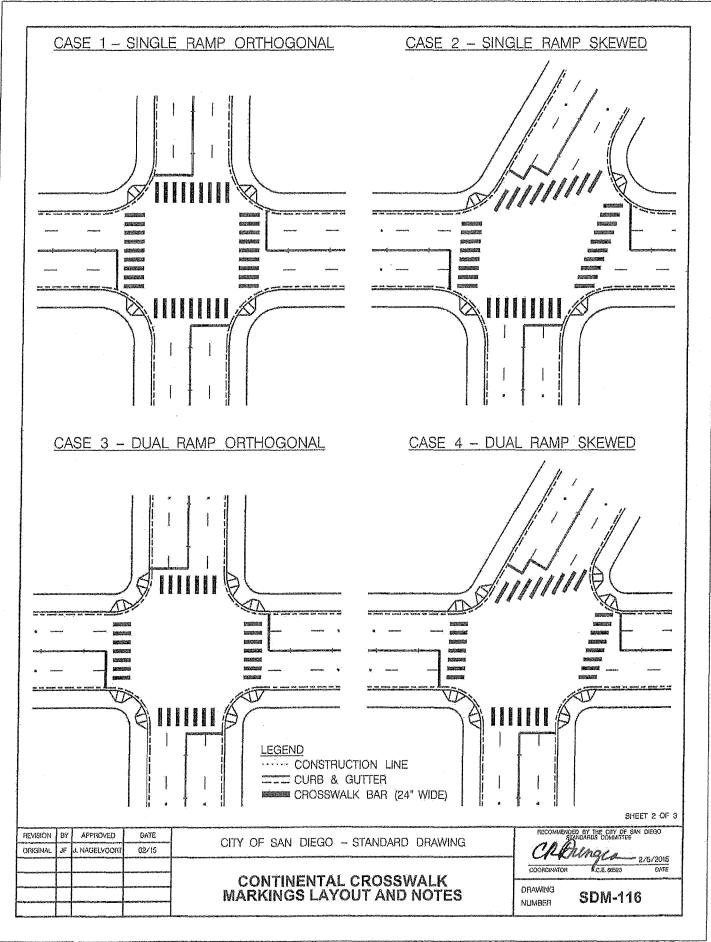
SHALL BE INSTALLED.

9. A CROSSWALK BAR SHALL BE CENTERED IN THE CENTER OF THE CROSSING.

10. CROSSWALK MARKINGS SHALL BE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD) RETROREFLECTIVITY COMPLIANT AND SKID RESISTANT.

SHEET 1 OF 3

DEVISION ORIGINAL	BY ,jf	approved J. Nagelyoort	DATE 02/15	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMPLENDED STAND	BY THE CITY OF SAN EXERGO AREAS COMMITTEE
				CONTINENTAL CROSSWALK MARKINGS LAYOUT AND NOTES	COORDINATOR. DRAWING NUMBER	PACE 56523 DATE SDM-116



CASE 5 - DUAL AND SINGLE RAMP ORTHOGONAL CASE 6 - DUAL AND SINGLE RAMP SKEWED LEGEND CONSTRUCTION LINE CURB & GUTTER CROSSWALK BAR (24" WIDE) SHEET 3 OF 3 REVISION APPROVED DATE BY CITY OF SAN DIEGO - STANDARD DRAWING ORIGINAL JF 02/15 Bungia 2/5/2016

DE 6/5/23 DATE J. NAGELVOORT CONTINENTAL CROSSWALK MARKINGS LAYOUT AND NOTES DRAWING SDM-116

NUMBER

APPENDIX K

REPLUMB AGREEMENTS

AGREEMENT BETWEEN THE CITY AND THE PRIVATE PROPERTY OWNER TO CONSTRUCT A PRIVATE SEWER LATERAL

The City of San Diego is constructing a new sewer main in the public right-of-way to replace the main that currently serves your property in order to secure the health and safety of the citizenry. The name of the construction project improving the sewer serving your property is Sewer Group 767, WBS Element B-00370.02.01.04. As a result of the new sewer main construction, the City anticipates that on or about September 2011, the existing sewer main servicing 4440 32nd Street, San Diego, CA 92116 will be abandoned and service will be terminated. In order to connect to the new sewer main, a new private sewer lateral must be constructed to service the Property.

In order to expedite construction of the new sewer main, the City will provide to the owner(s) of the Property [Property Owner(s)] construction of a new private sewer lateral at no cost in accordance with the terms and conditions of this Agreement. If the Property Owner(s) reject(s) the City's offer to construct a Lateral, the Property Owner(s) must personally secure the construction of a Lateral, and connection to the new sewer main, or provide equally effective means of waste disposal, at Property Owner's(s') own expense. Further, Property Owner(s) who fail to construct a Lateral or who do so incorrectly, and all other Property Owner(s) who reject the City's offer, are solely and fully responsible for any and all liability, claims, losses, damages, or injuries to any person or property relating to flooding from the sewer main, private sewer lateral, or any other related facility.

To take advantage of the City's offer of construction at no expense to the Property Owner(s), the Property Owner(s) must return to the City an original copy of this Agreement, with notarized signatures from all Parties who have an ownership interest in the Property to Right of Way Design Division, Attn: Project Engineer Brian Vitelle, 600 B Street, Suite 800, San Diego, CA 92101-4502 within thirty (30) days of its receipt. Failure to submit the signed Agreement within that time period constitutes a rejection of this Agreement, triggering all liability described above. The City may, in its sole discretion, accept the completed Agreement after the thirty days have elapsed. If the Property Owner(s) accept(s) the City's offer and the completed Agreement is accepted by the City, then the parties agree as follows:

- 1. Right to Enter. Property Owner(s) authorize(s) the City, its officers, agents, employees, and independent contractors to enter upon the Property (APN# 447-534-11-00) for the purpose of constructing a Private Sewer Lateral. This Right of Entry is limited in time and shall automatically expire three hundred and sixty-five (365) days from the date the Notice of Completion is filed under the applicable construction contract.
- 2. City to Hire Contractor. The City will hire a licensed contractor to construct a Lateral, provided that money is first authorized by the City Council or Mayor as required by law. The Contractor will design the Lateral and obtain a building permit, if required, for this work.

- 3. Construction of Lateral. Construction of the Lateral includes any and all equipment, facilities, and/or appurtenances necessary to secure adequate sewer service from the Property to the new sewer main. The construction and equipment will include a Lateral, cleanouts, connection to the new main, and abandonment of the old private sewer lateral. The location and limits of this work will be substantially as shown on Exhibit A (drawing), incorporated herein by this reference, or as otherwise agreed to in writing by the parties.
- 4. Contractor Obligations. The Contractor will protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction of the Lateral. The Contractor will restore those portions of existing improvements that are affected by construction operations to their original or practical equivalent condition, as determined by the City, including pavement, decorative pavers, driveways, curbs, walks, tile, minor structures, retaining walls, utility poles, guy wires, fences, lawns, shrubs, and trees. Mature landscaping will be replanted with a practical and commercially available replacement and the Property Owner(s) shall be responsible for, in perpetuity, all maintenance and watering necessary to insure growth from the date planted.
- 5. Damage or Injury During Construction. Property Owner(s) shall not be responsible for any damage to equipment or injury to the City's officers, agents, employees, or independent contractors incurred in performance of construction of the Lateral, except as caused by Property Owner's(s') negligence or willful misconduct.
- 6. Notification of Commencement. The Contractor will be responsible for notifying the occupants of the Property at least ten (10) working days before starting construction.
- 7. City Inspection of Work. Property Owner(s) shall allow City representatives to have reasonable access to the Property to verify that Contractor's work was performed in accordance with applicable State and local plumbing, building, and health regulations. The City will perform a final inspection of the Lateral to confirm construction and for the purpose of determining whether the Lateral complies with or violates any enactment or contains or constitutes a hazard to health and safety. The Property Owner(s) agree(s) that the City's approval is general approval only and that the Contractor is solely responsible for complying with all applicable laws, codes, and good construction practices.
- 8. Work Site Access and Condition. The Contractor will maintain pedestrian and vehicular access to the Property after working hours and as much as practical during working hours (7 a.m. to 3:30 p.m.). [If there are any changes to the working hours, the Contractor will notify the Property Owner(s) or occupants of the Property at least 48 hours in advance.] The Contractor will be required to keep the work site clean and free from rubbish and debris through all phases of construction. Upon completion of the work, the Contractor will remove all equipment, materials, and debris from the work site.
- 9. Warranty and Maintenance Obligations. After the City's final inspection, construction of the Lateral is considered complete. Upon completion, the Contractor will warrant the Contractor's work, guaranteeing for a period of one (1) year that the work is free from defects in workmanship or materials. The Contractor shall be responsible for any and all necessary work covered by the warranty during the warranty period. Any warranties available on pipe or other materials shall be

provided by the Contractor and/or any manufacturer to the Property Owner(s). Upon completion, the Property Owner(s) shall bear full responsibility for any and all maintenance of the Lateral. In addition, the Property Owner(s) shall bear full responsibility for any and all repairs of the Lateral, and any and all equipment, facilities, and/or appurtenances including, but not limited to, anything not covered by any available warranties and anything not covered after expiration of any available warranties.

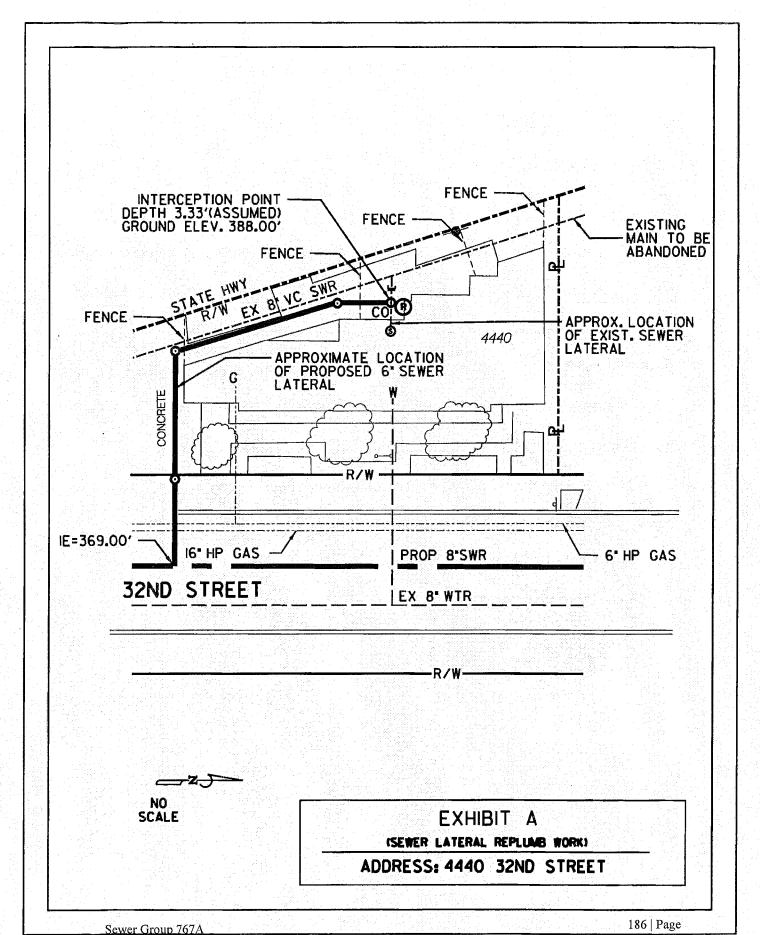
- 10. Liability After Completion. Upon completion, the Property Owner(s) shall release and agree to hold the City harmless from any and all liability for any damages caused or claimed to be caused by the design, construction, maintenance, repair, or presence of the Lateral, and from any liability or claims by any person arising from any conditions discovered at the Property or arising as a result of work performed at the Property by the Contractor related to the subject matter of this Agreement. Under no circumstances shall the City be liable for any losses or damages, however caused, relating to the Lateral.
- 11. Section Headings. All captions and section headings are for convenience only and shall not affect the interpretation of this Agreement.
- 12. Counterparts. This Agreement may be executed in several counterparts. All counterparts collectively constitute one Agreement that is binding on all of the parties to this Agreement even though each of the signatory parties may have executed separate counterparts.
- 13. Authority to Execute. The parties signing this Agreement represent and warrant that they are legally authorized and competent to execute this Agreement.
- 14. Entire Understanding. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior understandings, representations, warranties, and agreements on this issue.
- 15. Covenant Running with the Land. The Agreement is a covenant running with the Property and shall be binding upon the Property Owner(s) and any Successor(s), and the interests of any Successor(s). The interests of any Successor(s) shall be subject to each and every condition set out in this Agreement and all referenced documents. Property Owner(s) agree to provide a copy of this Agreement to any prospective purchasers of the Property.
- 16. Notarization and Recording. This Agreement shall be executed in recordable form by the Property Owner(s) before a Notary Public. After this document has been fully executed by all of the parties, it shall be recorded by the City as an agreement affecting real property, in the Office of the Recorder of the County of San Diego, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the Mayor's delegation in accordance with San Diego City Charter section 265 authorizing such execution, and by the Property Owner(s).

PROPERTY OWNER(S)	THE CITY OF SAN DIEGO
By: Man ch A. Moon Individual Trustee Other/Specify: (Please Check Only One Box) Dated: 2/2/11 FRANCES A. MOAN, Trustee Print Name/Title (if applicable)	By: Downs Prior Principal Contract Specialist Purchasing & Contracting Department Dated:
By: Individual Trustee Other/Specify: (Please Check Only One Box) Dated:	
Print Name/Title (if applicable) Print Name of Trust, Corporation, or other Entit Holding Property (if applicable): Mozen Family Surveyors Property Owner(s) Telephone Number: 619/225-0226	•
I HEREBY APPROVE the form and leg of <u>March</u> , 20 <u>11</u> .	JAN I. GOLDSMITH, City Attorney Less Less Less Less Less Less Less Les

0ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO))
, ,
On $\frac{2/2}{l}$, before me, Kay Rowland, notary public, personally
appeared Frances A. Moan who proved to me on the basis of
satisfactory evidence to be the person(s) whose name is/are subscribed to the within
instrument and acknowledged to me that she/he/they executed the same in her/his/their
authorized capacity(ies) and that by her/his/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(\$\dagger\$) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
KAY ROWLAND COMM. #1854749 Notary Public Notary Notary Public Notary Notary Public Notary Not



AGREEMENT BETWEEN THE CITY AND THE PRIVATE PROPERTY OWNER TO CONSTRUCT A PRIVATE SEWER LATERAL

The City of San Diego is constructing a new sewer main in the public right-of-way to replace the main that currently serves your property in order to secure the health and safety of the citizenry. The name of the construction project improving the sewer serving your property is Sewer Group 767, WBS Element B-00370.02.01.04. As a result of the new sewer main construction, the City anticipates that on or about September 2011, the existing sewer main servicing 4446 32nd Street, San Diego, CA 92116 will be abandoned and service will be terminated. In order to connect to the new sewer main, a new private sewer lateral must be constructed to service the Property.

In order to expedite construction of the new sewer main, the City will provide to the owner(s) of the Property [Property Owner(s)] construction of a new private sewer lateral at no cost in accordance with the terms and conditions of this Agreement. If the Property Owner(s) reject(s) the City's offer to construct a Lateral, the Property Owner(s) must personally secure the construction of a Lateral, and connection to the new sewer main, or provide equally effective means of waste disposal, at Property Owner's(s') own expense. Further, Property Owner(s) who fail to construct a Lateral or who do so incorrectly, and all other Property Owner(s) who reject the City's offer, are solely and fully responsible for any and all liability, claims, losses, damages, or injuries to any person or property relating to flooding from the sewer main, private sewer lateral, or any other related facility.

To take advantage of the City's offer of construction at no expense to the Property Owner(s), the Property Owner(s) must return to the City an original copy of this Agreement, with notarized signatures from all Parties who have an ownership interest in the Property to Right of Way Design Division, Attn: Project Engineer Brian Vitelle, 600 B Street, Suite 800, San Diego, CA 92101-4502 within thirty (30) days of its receipt. Failure to submit the signed Agreement within that time period constitutes a rejection of this Agreement, triggering all liability described above. The City may, in its sole discretion, accept the completed Agreement after the thirty days have elapsed. If the Property Owner(s) accept(s) the City's offer and the completed Agreement is accepted by the City, then the parties agree as follows:

- 1. Right to Enter. Property Owner(s) authorize(s) the City, its officers, agents, employees, and independent contractors to enter upon the Property (APN# 447-534-10-00) for the purpose of constructing a Private Sewer Lateral. This Right of Entry is limited in time and shall automatically expire three hundred and sixty-five (365) days from the date the Notice of Completion is filed under the applicable construction contract.
- 2. City to Hire Contractor. The City will hire a licensed contractor to construct a Lateral, provided that money is first authorized by the City Council or Mayor as required by law. The Contractor will design the Lateral and obtain a building permit, if required, for this work.

- 3. Construction of Lateral. Construction of the Lateral includes any and all equipment, facilities, and/or appurtenances necessary to secure adequate sewer service from the Property to the new sewer main. The construction and equipment will include a Lateral, cleanouts, connection to the new main, and abandonment of the old private sewer lateral. The location and limits of this work will be substantially as shown on Exhibit A (drawing), incorporated herein by this reference, or as otherwise agreed to in writing by the parties.
- 4. Contractor Obligations. The Contractor will protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction of the Lateral. The Contractor will restore those portions of existing improvements that are affected by construction operations to their original or practical equivalent condition, as determined by the City, including pavement, decorative pavers, driveways, curbs, walks, tile, minor structures, retaining walls, utility poles, guy wires, fences, lawns, shrubs, and trees. Mature landscaping will be replanted with a practical and commercially available replacement and the Property Owner(s) shall be responsible for, in perpetuity, all maintenance and watering necessary to insure growth from the date planted.
- 5. Damage or Injury During Construction. Property Owner(s) shall not be responsible for any damage to equipment or injury to the City's officers, agents, employees, or independent contractors incurred in performance of construction of the Lateral, except as caused by Property Owner's(s') negligence or willful misconduct.
- 6. Notification of Commencement. The Contractor will be responsible for notifying the occupants of the Property at least ten (10) working days before starting construction.
- 7. City Inspection of Work. Property Owner(s) shall allow City representatives to have reasonable access to the Property to verify that Contractor's work was performed in accordance with applicable State and local plumbing, building, and health regulations. The City will perform a final inspection of the Lateral to confirm construction and for the purpose of determining whether the Lateral complies with or violates any enactment or contains or constitutes a hazard to health and safety. The Property Owner(s) agree(s) that the City's approval is general approval only and that the Contractor is solely responsible for complying with all applicable laws, codes, and good construction practices.
- 8. Work Site Access and Condition. The Contractor will maintain pedestrian and vehicular access to the Property after working hours and as much as practical during working hours (7 a.m. to 3:30 p.m.). [If there are any changes to the working hours, the Contractor will notify the Property Owner(s) or occupants of the Property at least 48 hours in advance.] The Contractor will be required to keep the work site clean and free from rubbish and debris through all phases of construction. Upon completion of the work, the Contractor will remove all equipment, materials, and debris from the work site.
- 9. Warranty and Maintenance Obligations. After the City's final inspection, construction of the Lateral is considered complete. Upon completion, the Contractor will warrant the Contractor's work, guaranteeing for a period of one (1) year that the work is free from defects in workmanship or materials. The Contractor shall be responsible for any and all necessary work covered by the warranty during the warranty period. Any warranties available on pipe or other materials shall be

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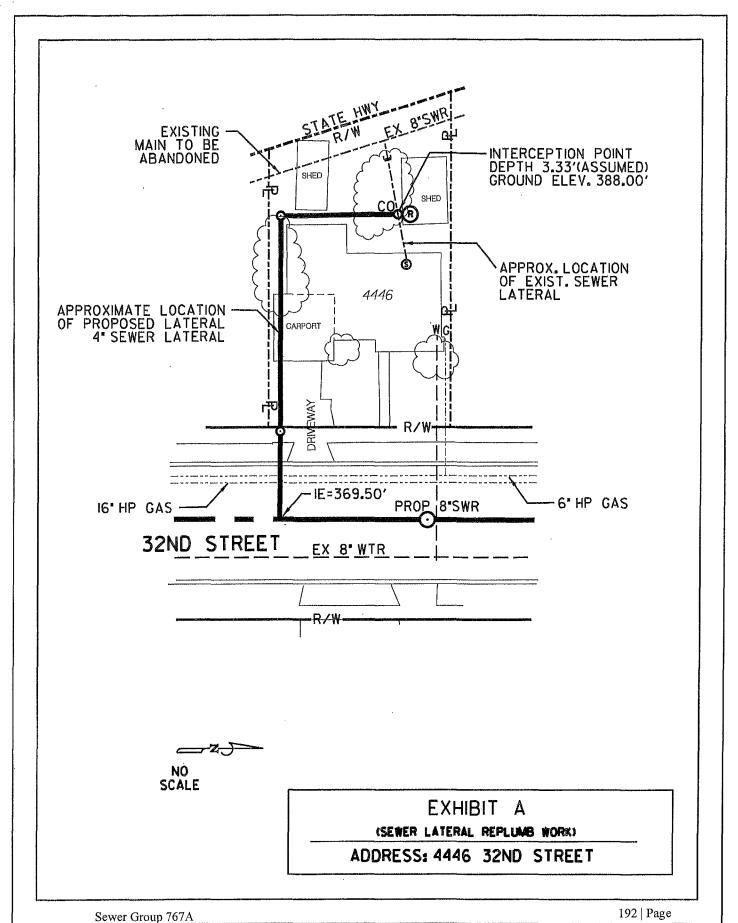
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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the Mayor's delegation in accordance with San Diego City Charter section 265 authorizing such execution, and by the Property Owner(s).

PROPERTY OWNER(S)	THE CITY OF SAN DIEGO
By: Individual Trustee Other/Specify: (Please Check Only One Box) Dated: 10-21-2010 MARK FASOLUS Print Name/Title (if applicable)	By: Downs Prior Principal Contract Specialist Purchasing & Contracting Department Dated:
By: Individual Trustee Other/Specify: (Please Check Only One Box) Dated:	
Print Name/Title (if applicable) Print Name of Trust, Corporation, or other Entity Holding Property (if applicable): Property Owner(s) Telephone Number: 6/9.584-0827	
I HEREBY APPROVE the form and legal of	JAN I. GOLDSMITH, City Attorney Legendre Deputy City Attorney

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO))
On /0/2///o , before me, Kay Rowland, notary public, personally
On 10/2//10, before me, Kay Rowland, notary public, personally appeared Mark 1. Fasculis who proved to me on the basis of
satisfactory evidence to be the person(s) whose name is/are subscribed to the within
instrument and acknowledged to me that she/he/they executed the same in her/his/their
authorized capacity(ies) and that by her/his/their signature(s) on the instrument the person(s)
or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Lay Rouland Notary Public
KAY FOWLAND COMM. #1854749 NOTARY PUBLIC-CALIFORNIA OF SAN DIEGO COUNTY My Commission Expires JUNE 19, 2013



AGREEMENT BETWEEN THE CITY AND THE PRIVATE PROPERTY OWNER TO CONSTRUCT A PRIVATE SEWER LATERAL

The City of San Diego is constructing a new sewer main in the public right-of-way to replace the main that currently serves your property in order to secure the health and safety of the citizenry. The name of the construction project improving the sewer serving your property is **Sewer Group** 767, WBS Element **B-00370.02.01.04**. As a result of the new sewer main construction, the City anticipates that on or about **September 2011**, the existing sewer main servicing 4454 32nd Street, San Diego, CA 92116 will be abandoned and service will be terminated. In order to connect to the new sewer main, a new private sewer lateral must be constructed to service the Property.

In order to expedite construction of the new sewer main, the City will provide to the owner(s) of the Property [Property Owner(s)] construction of a new private sewer lateral at no cost in accordance with the terms and conditions of this Agreement. If the Property Owner(s) reject(s) the City's offer to construct a Lateral, the Property Owner(s) must personally secure the construction of a Lateral, and connection to the new sewer main, or provide equally effective means of waste disposal, at Property Owner's(s') own expense. Further, Property Owner(s) who fail to construct a Lateral or who do so incorrectly, and all other Property Owner(s) who reject the City's offer, are solely and fully responsible for any and all liability, claims, losses, damages, or injuries to any person or property relating to flooding from the sewer main, private sewer lateral, or any other related facility.

To take advantage of the City's offer of construction at no expense to the Property Owner(s), the Property Owner(s) must return to the City an original copy of this Agreement, with notarized signatures from all Parties who have an ownership interest in the Property to Right of Way Design Division, Attn: Project Engineer Brian Vitelle, 600 B Street, Suite 800, San Diego, CA 92101-4502 within thirty (30) days of its receipt. Failure to submit the signed Agreement within that time period constitutes a rejection of this Agreement, triggering all liability described above. The City may, in its sole discretion, accept the completed Agreement after the thirty days have elapsed. If the Property Owner(s) accept(s) the City's offer and the completed Agreement is accepted by the City, then the parties agree as follows:

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- 2. City to Hire Contractor. The City will hire a licensed contractor to construct a Lateral, provided that money is first authorized by the City Council or Mayor as required by law. The Contractor will design the Lateral and obtain a building permit, if required, for this work.

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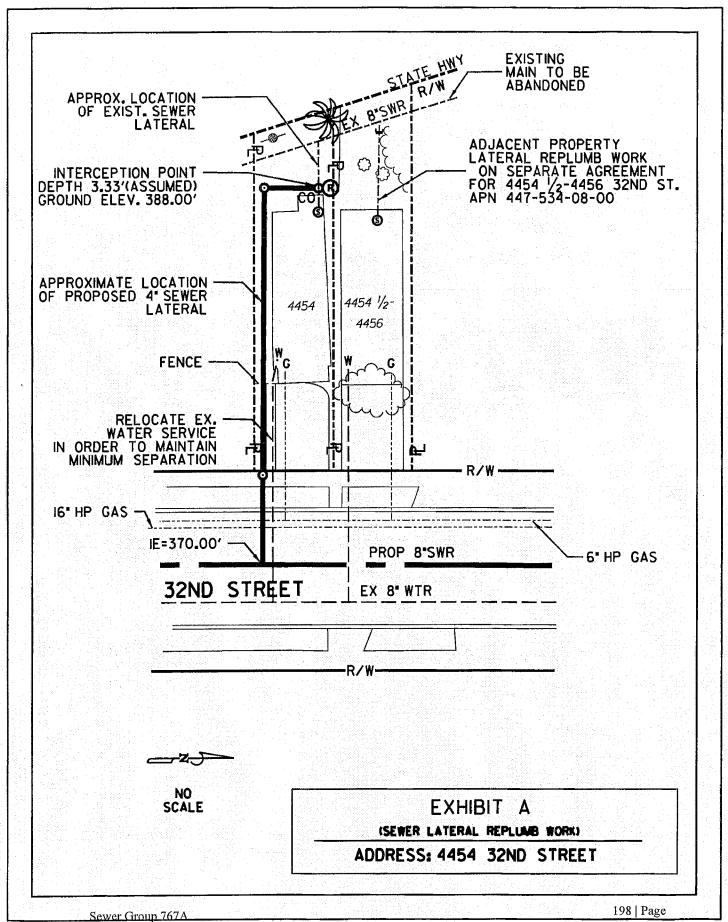
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the Mayor's delegation in accordance with San Diego City Charter section 265 authorizing such execution, and by the Property Owner(s).

	PROPERTY OWNER(S)		4	THE CITY OF SAN DIEGO	
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☐ Trustee				Principal Contract Specialist	
	pecify:		Pur	chasing & Contracting Department	
	eck Qnly One Box)				
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Ву:	a subsidiary of Ban	k of Ar	nerica		
Individu	ual				
☐ Trustee					
Other/S	pecify:				
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Dated:					
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Print Name	e of Trust, Corporation, or other	r Entity			
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applicable)): <u> </u>				
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rumoor,					
of M_c	EREBY APPROVE the form at the	nd legali	ty of the fo	oregoing Agreement this <u>7</u> th da	ıy
			TANT T	COLDCAUTH City Attorney	
		Ву:	lle	GOLDSMITH, City Attorney	
			~ I	Deputy City Attorney	

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Arizona	
County of Manilopa	SS.
on this the day of day of on day of	the undersigned Notary So Hold Name(s) of Signer(s)
OBBAR RICHARDS	personally known to me – OR – proved to me on the basis of satisfactory evidence
Maricopa Gounty My Comm. Expires Hov 4, 2012	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 for the purposes therein stated.
	WITNESS my hand and official seal. Signature of Notary Public Subbit Required Information (Printed Name of Notary, Residence, etc.)
Place Notary Seal and/or Any Stamp Above	/ · · · · · · · · · · · · · · · · · · ·
OPT	IONAL
Although the information in this section is not required persons relying on the document and could prevent fram of this form to another document.	
Description of Attached Document	
Title or Type of Document:	
Document Date: Number	of Pages:
Signer(s) Other Than Named Above:	-

© 2002 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item No. 5936 Reorder: Call Toll-Free 1-800 US NOTARY (1-800-876-6827)



Appendix K - Replumb Agreements Volume 1 of 2 (Rev. Dec. 2014)

AGREEMENT BETWEEN THE CITY AND THE PRIVATE PROPERTY OWNER TO CONSTRUCT A PRIVATE SEWER LATERAL

The City of San Diego is constructing a new sewer main in the public right-of-way to replace the main that currently serves your property in order to secure the health and safety of the citizenry. The name of the construction project improving the sewer serving your property is *Sewer Group 767*, WBS Element *B-00370.02.01.04*. As a result of the new sewer main construction, the City anticipates that on or about *September 2011*, the existing sewer main servicing *4454-56 32nd Street, San Diego, CA 92116* will be abandoned and service will be terminated. In order to connect to the new sewer main, a new private sewer lateral must be constructed to service the Property.

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- 9. Warranty and Maintenance Obligations. After the City's final inspection, construction of the Lateral is considered complete. Upon completion, the Contractor will warrant the Contractor's work, guaranteeing for a period of one (1) year that the work is free from defects in workmanship or materials. The Contractor shall be responsible for any and all necessary work covered by the warranty during the warranty period. Any warranties available on pipe or other materials shall be

provided by the Contractor and/or any manufacturer to the Property Owner(s). Upon completion, the Property Owner(s) shall bear full responsibility for any and all maintenance of the Lateral. In addition, the Property Owner(s) shall bear full responsibility for any and all repairs of the Lateral, and any and all equipment, facilities, and/or appurtenances including, but not limited to, anything not covered by any available warranties and anything not covered after expiration of any available warranties.

- 10. Liability After Completion. Upon completion, the Property Owner(s) shall release and agree to hold the City harmless from any and all liability for any damages caused or claimed to be caused by the design, construction, maintenance, repair, or presence of the Lateral, and from any liability or claims by any person arising from any conditions discovered at the Property or arising as a result of work performed at the Property by the Contractor related to the subject matter of this Agreement. Under no circumstances shall the City be liable for any losses or damages, however caused, relating to the Lateral.
- 11. Section Headings. All captions and section headings are for convenience only and shall not affect the interpretation of this Agreement.
- 12. Counterparts. This Agreement may be executed in several counterparts. All counterparts collectively constitute one Agreement that is binding on all of the parties to this Agreement even though each of the signatory parties may have executed separate counterparts.
- 13. Authority to Execute. The parties signing this Agreement represent and warrant that they are legally authorized and competent to execute this Agreement.
- 14. Entire Understanding. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior understandings, representations, warranties, and agreements on this issue.
- 15. Covenant Running with the Land. The Agreement is a covenant running with the Property and shall be binding upon the Property Owner(s) and any Successor(s), and the interests of any Successor(s). The interests of any Successor(s) shall be subject to each and every condition set out in this Agreement and all referenced documents. Property Owner(s) agree to provide a copy of this Agreement to any prospective purchasers of the Property.
- 16. Notarization and Recording. This Agreement shall be executed in recordable form by the Property Owner(s) before a Notary Public. After this document has been fully executed by all of the parties, it shall be recorded by the City as an agreement affecting real property, in the Office of the Recorder of the County of San Diego, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the Mayor's delegation in accordance with San Diego City Charter section 265 authorizing such execution, and by the Property Owner(s).

PROPERTY OWNER(S) By:	By: Downs Prior Principal Contract Specialist Purchasing & Contracting Department
(Please Check Only One Box) Dated:	Dated: 12/9/10
By: Individual Trustee Other/Specify:	
Print Name/Title (if applicable)	
Print Name of Trust, Corporation, or other Entity Holding Property (if Mayor Mayor Trust applicable): AVM and Dawid Mayor Trust	
Property Owner(s) Telephone Number: 4/9/888-1464	
I HEREBY APPROVE the form and legali of December, 2010. By:	JAN I. GOLDSMITH, City Attorney Deputy City Attorney

OALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)
)

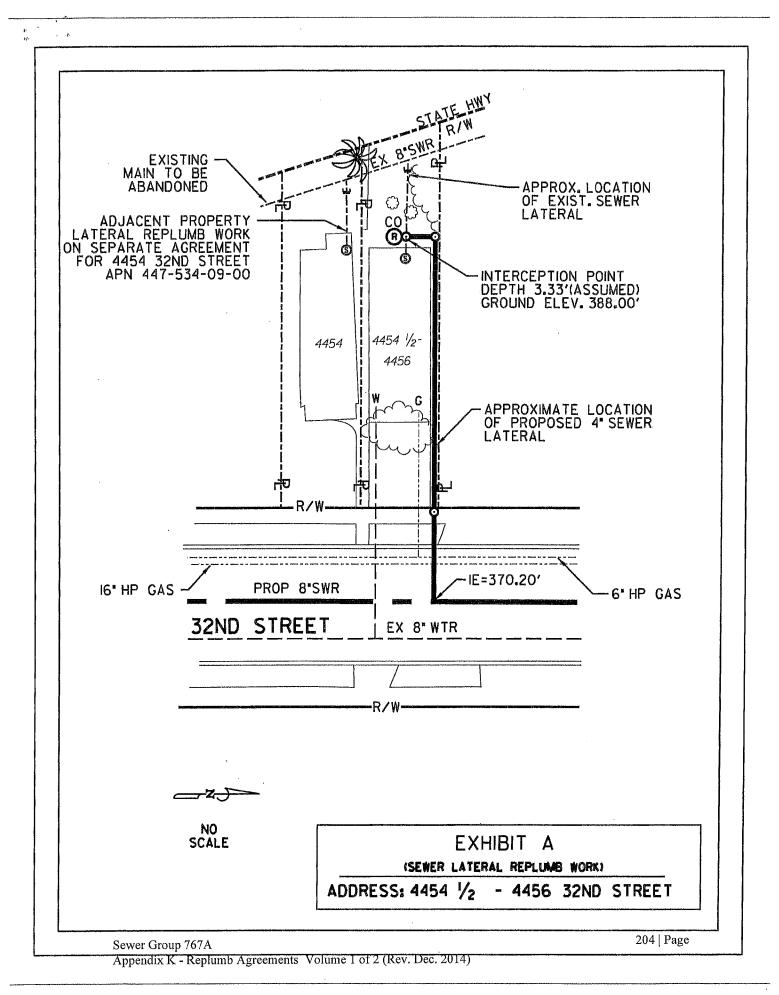
on 11 110/10 , before me, Kay Rowland, notary public, personally appeared hand mand and E. Mand who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their authorized capacity(ies) and that by her/his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

KAY FIOWLAND
COMM. #1854749
NOTARY PUBLIC-CALIFORNIA O
SAN DIEGO COUNTY
My Commission Expires
JUNE 19, 2013

Lay Rowland Notary/Public



AGREEMENT BETWEEN THE CITY AND THE PRIVATE PROPERTY OWNER TO CONSTRUCT A PRIVATE SEWER LATERAL

The City of San Diego is constructing a new sewer main in the public right-of-way to replace the main that currently serves your property in order to secure the health and safety of the citizenry. The name of the construction project improving the sewer serving your property is **Sewer Group** 767, WBS Element **B-00370.02.01.04**. As a result of the new sewer main construction, the City anticipates that on or about **September 2011**, the existing sewer main servicing **4458** 32nd **Street**, **San Diego**, **CA 92116** will be abandoned and service will be terminated. In order to connect to the new sewer main, a new private sewer lateral must be constructed to service the Property.

In order to expedite construction of the new sewer main, the City will provide to the owner(s) of the Property [Property Owner(s)] construction of a new private sewer lateral at no cost in accordance with the terms and conditions of this Agreement. If the Property Owner(s) reject(s) the City's offer to construct a Lateral, the Property Owner(s) must personally secure the construction of a Lateral, and connection to the new sewer main, or provide equally effective means of waste disposal, at Property Owner's(s') own expense. Further, Property Owner(s) who fail to construct a Lateral or who do so incorrectly, and all other Property Owner(s) who reject the City's offer, are solely and fully responsible for any and all liability, claims, losses, damages, or injuries to any person or property relating to flooding from the sewer main, private sewer lateral, or any other related facility.

To take advantage of the City's offer of construction at no expense to the Property Owner(s), the Property Owner(s) must return to the City an original copy of this Agreement, with notarized signatures from all Parties who have an ownership interest in the Property to Right of Way Design Division, Attn: Project Engineer Brian Vitelle, 600 B Street, Suite 800, San Diego, CA 92101-4502 within thirty (30) days of its receipt. Failure to submit the signed Agreement within that time period constitutes a rejection of this Agreement, triggering all liability described above. The City may, in its sole discretion, accept the completed Agreement after the thirty days have elapsed. If the Property Owner(s) accept(s) the City's offer and the completed Agreement is accepted by the City, then the parties agree as follows:

- 1. Right to Enter. Property Owner(s) authorize(s) the City, its officers, agents, employees, and independent contractors to enter upon the Property (APN# 447-534-07-00) for the purpose of constructing a Private Sewer Lateral. This Right of Entry is limited in time and shall automatically expire three hundred and sixty-five (365) days from the date the Notice of Completion is filed under the applicable construction contract.
- 2. City to Hire Contractor. The City will hire a licensed contractor to construct a Lateral, provided that money is first authorized by the City Council or Mayor as required by law. The Contractor will design the Lateral and obtain a building permit, if required, for this work.

- Construction of Lateral. Construction of the Lateral includes any and all equipment, 3. facilities, and/or appurtenances necessary to secure adequate sewer service from the Property to the new sewer main. The construction and equipment will include a Lateral, cleanouts, connection to the new main, and abandonment of the old private sewer lateral. The location and limits of this work will be substantially as shown on Exhibit A (drawing), incorporated herein by this reference, or as otherwise agreed to in writing by the parties.
- Contractor Obligations. The Contractor will protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction of the Lateral. The Contractor will restore those portions of existing improvements that are affected by construction operations to their original or practical equivalent condition, as determined by the City, including pavement, decorative pavers, driveways, curbs, walks, tile, minor structures, retaining walls, utility poles, guy wires, fences, lawns, shrubs, and trees. Mature landscaping will be replanted with a practical and commercially available replacement and the Property Owner(s) shall be responsible for, in perpetuity, all maintenance and watering necessary to insure growth from the date planted.
- 5. Damage or Injury During Construction. Property Owner(s) shall not be responsible for any damage to equipment or injury to the City's officers, agents, employees, or independent contractors incurred in performance of construction of the Lateral, except as caused by Property Owner's(s') negligence or willful misconduct.
- Notification of Commencement. The Contractor will be responsible for notifying the 6. occupants of the Property at least ten (10) working days before starting construction.
- City Inspection of Work. Property Owner(s) shall allow City representatives to have 7. reasonable access to the Property to verify that Contractor's work was performed in accordance with applicable State and local plumbing, building, and health regulations. The City will perform a final inspection of the Lateral to confirm construction and for the purpose of determining whether the Lateral complies with or violates any enactment or contains or constitutes a hazard to health and safety. The Property Owner(s) agree(s) that the City's approval is general approval only and that the Contractor is solely responsible for complying with all applicable laws, codes, and good construction practices.
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206 | Page Sewer Group 767A

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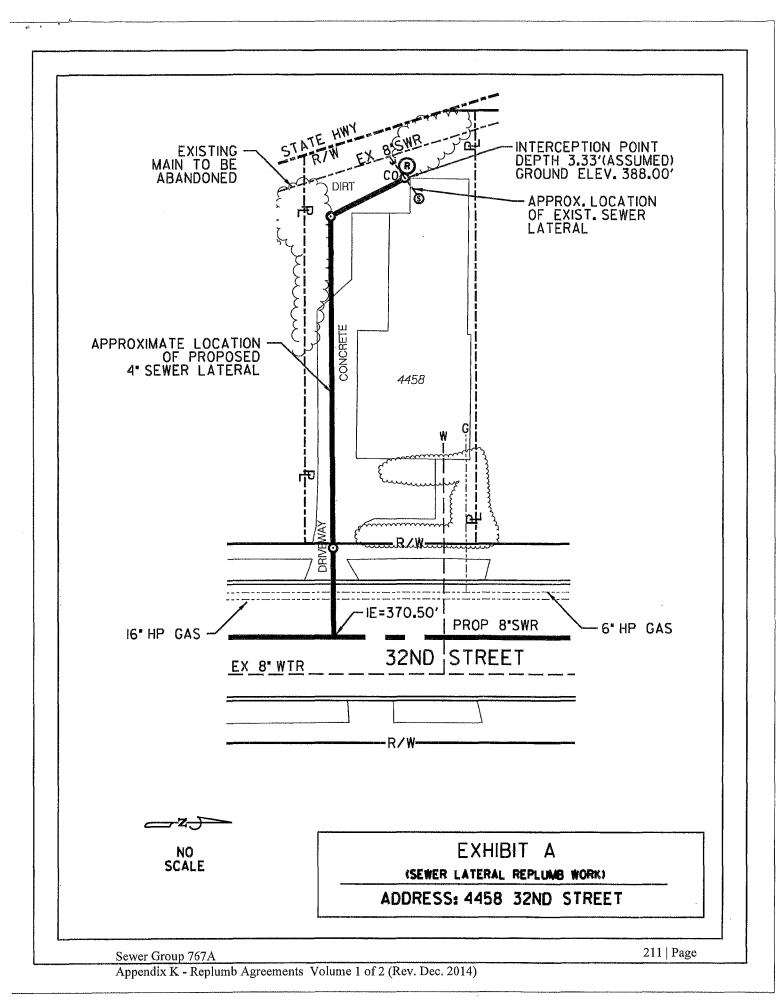
PROPERTY OWNER(S)	THE CITY OF SAN DIEGO
By: JAMES R SUYDER MIndividual JAMES R SUYDER Trustee Other/Specify: (Please Check Only One Box) Dated: _//-5-/0 TOMES R SUYDER Print Name/Title (if applicable)	By: Downs Prior Principal Contract Specialist Purchasing & Contracting Department Dated:
By: Mulliple [Andividual Trustee Other/Specify:	
applicable):	
I HEREBY APPROVE the form and legals of <u>Decrember</u> , 20 <u>10</u> . By:	JAN J. GOLDSMITH, City Attorney Deputy City Attorney

ACKNOWLEDGEMENT

Georgia.
State of California County of Spalding
County of <u>Spalding</u>
On u/5/10 before me, Kay Quan/notary public (insert name and title of officer)
personally appeared Kim Snyder,
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.
person(s), of the ondry upon bonari of which the person(s) acted, executed the historicity.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature Kay Quan (Seal) FORGIA
Signature Company 4.5
AND PUBLICATION OF THE PROPERTY OF THE PROPERT

ACKNOWLEDGEMENT

Georgia State of Galifornia County of Spalding
On 11/5/10 before me, Kaye Quam (notary public (insert name and title of officer)
personally appeared
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Signature Signature Signature Signature Signature Signature
Signature Aug Muar Expires GEORGIA PUBLIC TELEMINATION OF THE CONTROL OF THE CON



APPENDIX L

SAMPLE NOTICE



PROJECT NAME

Trenching on your street is complete.

What you need to know:

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench cap for some time, even after construction activities have concluded on your street.

Street resurfacing:

- Your Streets will be resurfaced once the entire pipeline project is complete. Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due the City's slurry seal moratorium

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov



This information is available in atternative formats upon request.

ATTACHMENT F INTENTIONALLY LEFT BLANK

City of San Diego

CITY CONTACT: <u>DAMIAN SINGLETON</u>, Contract Specialist, Email: DSingleton@sandiego.gov <u>Phone No.</u> (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "A"

FOR



SEWER GROUP 767A

BID NO.:	K-15-1326-DBB-3	
SAP NO. (WBS/IO/CC):	B-11077	
CLIENT DEPARTMENT:	2012	
COUNCIL DISTRICT:	3 & 9	
PROJECT TYPE:	JA	

BID DUE DATE:

2:00 PM MAY 28, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Wor

5/19/15

Seal:



Registered Engineer

Date

A. CHANGES TO CONTRACT DOCUMENTS

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

B. PLANS

1. To Drawing numbers 36312-01-D (G-1), 36312-05-D (C-4), 36312-07-D (C-6), 36312-08-D (C-7), 36312-12-D (C-11), 36312-17-D (C-16), 36312-19-D (C-18), and 36312-20-D (C-19), **DELETE** in their entirety and **REPLACE** with pages 4 through 11 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: May 20, 2015

San Diego, California

JN/RB/egz

SEWER GROUP 767A

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DISCIPLINE CODE CENEDA) CIVIL TRAFFIC CONTROL

SHEET INDEX

WORK TO BE DONE

CONSTRUCTION CONSISTS OF THE INSTALLATION OR REHABILITATION OF APPROXIMATELY 13,58.5' LINEAR FEET OF 8-NOW 10-NOCH AND C-NOCH PVC GRAVITY SEWER ANNA SAMO ALL OTHER APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATIONS, THESE DRAWNOS NUMBERED 3632-00-D THROUGH 3632-30-D

LEGEND

IMPROVEMENTS	REFERENCE	SYMBOL
TRENCH RESURFACING	SDG-107, SDG-108	
SEXER MAIN	SDS-101, SOS-110 CTYPE CD, SDW-162	
SEWER MANHOLE	SDS-106, SDS-107, SOS-108, SDM-13, SDS-120, M-3	- ⊙
SEWER MAIN REMAR.	SEE PLANS & SPECS	—OREHAB
SEWER MAIN TRENCHLESS	SEE PLANS & SPECS	TREMCHLESS
CONCRETÉ ENCASEMENT	SDS=II2	
4 SEWER LATERAL WITH C.O., UNLESS OTHERWISE SPECIFIED	SDS-102, SDS-103, SDS-105, SDS-107 CTYPE C1, SDS-108	PALS
REPLUMB SEWER LATERAL WITH C.O.	SDS-102, SDS-103, SDS-105, SDS-100 (TYPE C), SDS-108	PAL R
SEWER LATERAL CONNECTION	SEE PLANS & SPECS	PROPOSITO SCIETR
REHAB SEWER LATERAL (LINED) WITH C.O.	SEE PLANS & SPECS	PROPOSED
EX MANHOLE TO BE ABAND'D	SM-08	-
SLURRY FILL ABANDONED SEWER MAIN	SEE PLANS & SPECS	£
PIPE SUPPORT FOR UNGERCUT AC WATER MAIN	SDW-162:	<u> </u>
SURVEY WONLINENT	¥-lo	Δ
ALLEY APRON	\$06-120	ES9

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

FIELD DATA

CONCRETE PAVEMENT ALLEY

BENCHMARK:

THE FOLLOWING BENCHES USED ON THIS PROJECT WERE LOCATED AT SWEP KEEN OR & DISSENGER AVE ELEVATION: 213.543, AND NEEP MANDS OR & CHARDICK AVE, ELEVATION: 213.544, BASED ON NOVO 29 FEET AS SHOWN IN CITY OF SAN DIECC EPICH BOOK.

FIELD NOTES:

THE BASES OF BEARNES FOR THIS PROJECT WAS DERIVED FROM PRICINGS THAT OF SUBJECT OF USEA, OFF YOR AS ASSESSMENT OF SUBJECT OF YEAR OF YOR AS ASSESSMENT OF THE OFF YOR AS ASSESSMENT OF THE OFF YOU ASSESSMENT OF THE OFF YOU ASSESSMENT OF YOUR ASSESSMENT OF YOUR ASSESSMENT OF YOUR ASSESSMENT OF YOUR ASSESSMENT OF YOUR OF

DATUE MEAN SEA LEVEL

STREETS REQUIRING 12" TRENCH CAP:

PLANS FOR THE CONSTRUCTION OF SEWER GROUP 767A

COVER SHEET

256	CITY OF SAN DIEGO, CALIFORNIA				MATER N/A	
	OF 30 SHEET	s		EESER <u>B-11077</u>		
	FOR CITY DAG WENDY GA		~ 4/15/15 C53296			SHERLA GAMUEDA PROJECT DAVAGER
PENOT GAMBOA PINT NAME DESCRIPTION BY			ACEP		FRANCIS MARQUEZ	
E	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT BNOWEER
/*/	ORIGINAL	FWADE				SEE SHEETS
SHIP	L.					CCSS7 COOPDINUTS
	WYNDERDRW W	FRAZEN	a Sour	5/13/15		SEE SHEETS
				1	1	CCGSS COOPERNATE
R			DATE STARTED	*****	=	36312-01-D

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 426 OF THE CALIFORNIA GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PROR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER ECO. DIOGRAGADIOS PROVICE ALERT OF SOUTHERN CALIFORNIA AND OBTAIN AN INDURY OENTRICATION NUMBER.
- NOTE'Y SOCILE AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SOCILE UNDERCROUND HICH VOLTAGE TRANSMISSION POWER LINES, (LE., 69 KV & JICHER)
- LOCATE AND PECONNECT ALL SEMER LATERALS, LOCATIONS AS SHOWN ON THE PLANS ARE APPROXMANTE GM.Y.LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2737 CAMBUTO CHOLLAS, LOCATE THE MPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- 4. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 5. STORM DRAIN INLETS REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- 6. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHCLED (PIR. SLEVATIONS SHOWN ON THE PROPILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD REPORT OF THE AVAILABLE RECORD REPORT OF THE AVAILABLE RECORD REPORT OF THE AVAILABLE RECORD REPORT OF THE AVAILABLE RECORD RE
- EXISTING UTBUTY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS, SEE PLAN VIEW.

STORM WATER PROTECTION

L THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-0001 AND MPCP.

ABBREVIATIONS

JBAND	ABANDON	EL, ELEV	ELEVATION	PVC	POLYVINYL
ABAND'D	ABANDONED	ELEC	ELECTRIC		CHLORICE
AC	ASBESTOS CEMENT	EX, EXIST	EXISTING	PROP	PROPOSED
	PPE	E/0	EAST OF	RED	REDUCER
CHA	AHEAD	F	FLANGE	RT	RIGHT
ASSY	ASSEMBLY	FH	FIRE HYDRANT	£	SURVEY LINE
BK.	BACK	F/D	FIBER OPTIC	ŝò	STUB OUT
BTWN	BETWEEN	FS	FIRE SERVICE	5/0	SOUTH OF
CATY	CABLE TV	HDPE	HIGH-DENSITY	SWR	SEWER
α	CAST IRON PIPE		POLYETHYLENE	TEL	TELEPHONE
Æ	CENTER LINE	HP	HIGH PRESSURE	LINK	LINKNOWN
COND	CONDUIT	Æ	INVERT ELEVATION	VC	VITRIFIED CLAY
CONT	CONTINUED	LT	LEFT		PEPE
CDNTR	CONTRACTOR	MJ	MECHANICAL JOINT	WIR	WATER
OB	DIRECT BURIED	MLLD.	MULTIPLE TELEPHONE	W/0	WEST OF
EB	ENCASED BURGED		DUCT	SD	STORM DRAIN
		N/0	NORTH OF		
		OAHD	OVER HEAD		

EXISTING STRUCTURES

EX WATER MAIN & VALVES	
EX WATER WETER	
EX FIRE HYDRANT	<u>□</u> -•
EX SERER MAIN & MANHOLES	
EX DRAINS	
EX PAVEMENT (PROFILE)	77777
EX CROUND LINE (PROFILE)	
EX TRAFFIC SIGNAL	OX:TS
EX STREET LIGHT	+ SL
GAS WAIN	
ELEC. CONO., TEL. CONO., CATV	ETC

CONSTRUCTION CHANGE / ADDENDUM

AFFECTED OR ADDED SHEET MUMBERS

5.7.812 1719 20

SEWER MAIN REPLACEMENT
SEWER MAIN NEW ALIGNMENT
SEWER MAIN ABANDONNENT
SEWER MAIN REHAB
SHEET NUMBER

LEGEND:

WARNING

THIS BAR DOES

APPROVAL NO.

2

SHEET DISCIPLINE NO. CODE

TITLE

COLD SPEET

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C-2 3200 ST 8 MORIOG AV.
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C-3 44127 BLK SWALLEY BLK SG
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C-27 WATER POLLUTION CONTROL SITE PLAN

24 C-23 CURB RAMP LOCATION 25 C-24 CURB RAMP DETAILS 26 C-25 STREET RESURFACING

29 C-28 SEWER ABANDONMENT 3D C-29 HIGHLINING

T-I/T-4 YEAFFIC CONTROL PLANS

CITY OF SAN DIEGO PUBLIC WORKS PROJECT



AS-BUILT INFORMATION					
_	MATERIALS	MANUFACTURER			
	PIPE CL 235 (WATER)	-			
1	PIPE SOR 35 (SEWER)	-			
	GATE VALVES				
	FIRE HYDRANTS	-			
	SEWER MANHOLES	-			
	REHABILITATE SEWER MANHOLES	-			
	REHABILITATE SEWER MAIN	•			

CONSTRUCTION SITE STORM RATER PROPRTY INSPECTION PREDUDNCY/LINGS ___ MEDIAN ___LON, K. SPEC. NO. 15

VICINITY MAP

LENGTH

472.87/327,J3

TOTAL SEWER 13.58L54" = 2.58 MILES

SIZE 600 HATERIAL

(g = 000)
* Sin Sin
- Valle

	PUBLIC WORKS DEPARTMENT SHEET, 1 OF 30 SREETS					SEWER B-11077
	TOR CITY DIG	DATE	/15/15 53296		SHERLA GAMUEDA PROJECT BANACER	
j	PUNT NUME DESCRIPTION BY		RCEP		FILMED	FRANCIS MARQUEZ
	ORIGINAL	FN/DR		-	-	SEE SHEETS
	WADDENDAW V	FNAZEN	a Sound	5/13/15		SEE SHEETS CCCSS COCPERNATE
			DATE STARTED	*****		36312-01-D

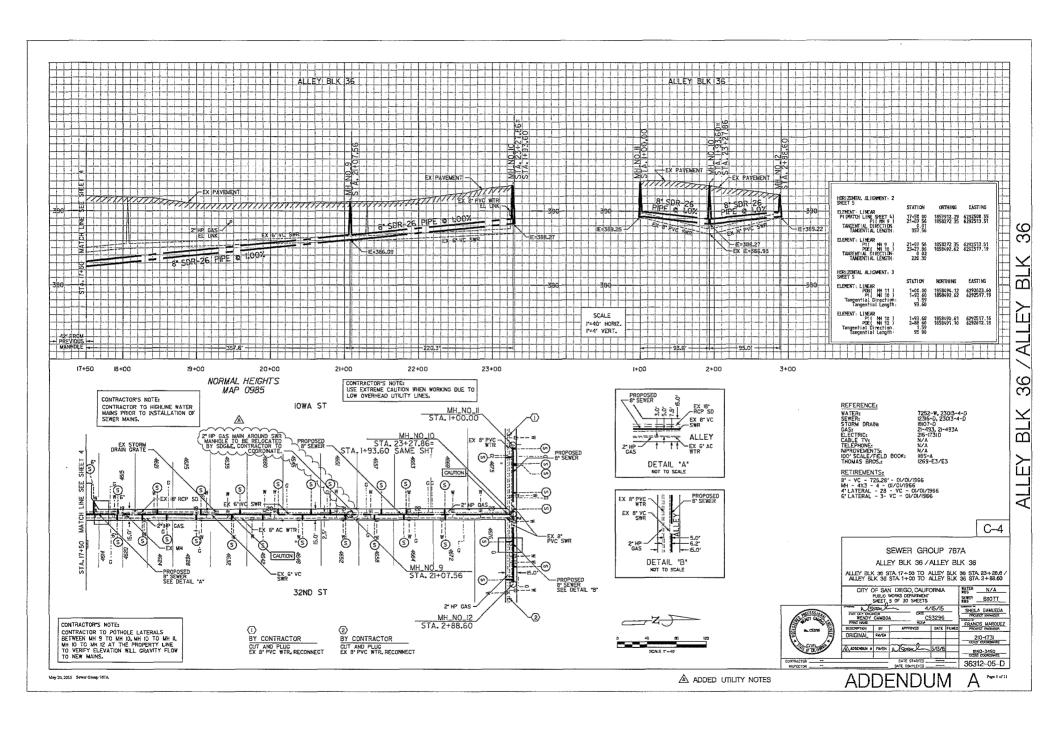
May 20, 2015 Sewer Group 767A

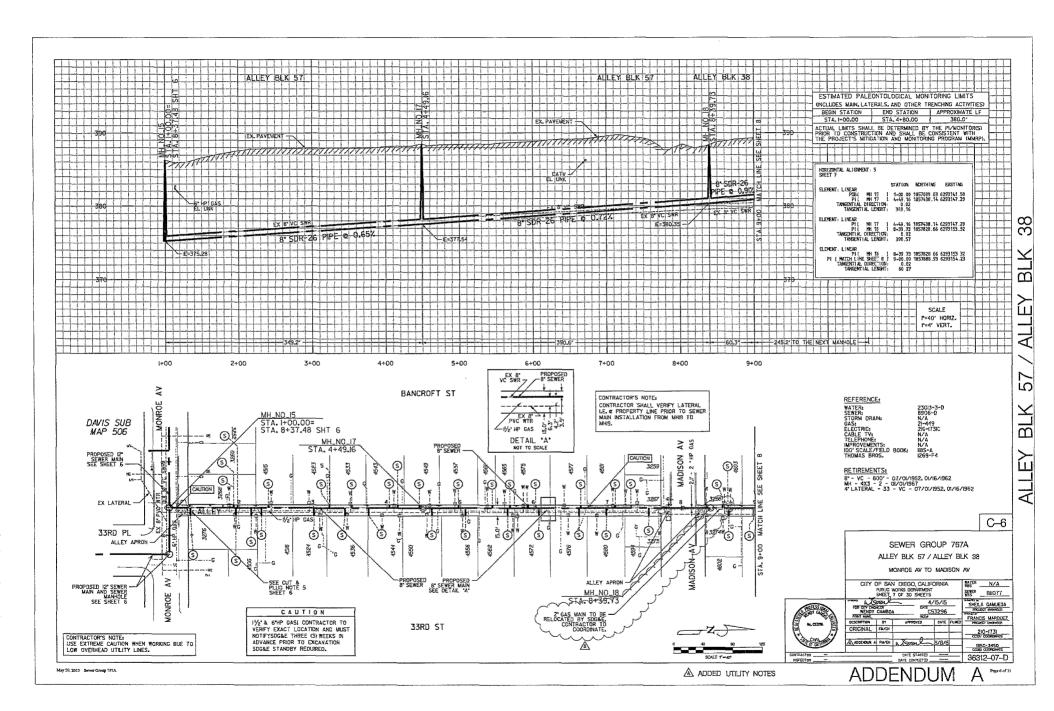
CHANGE DATE

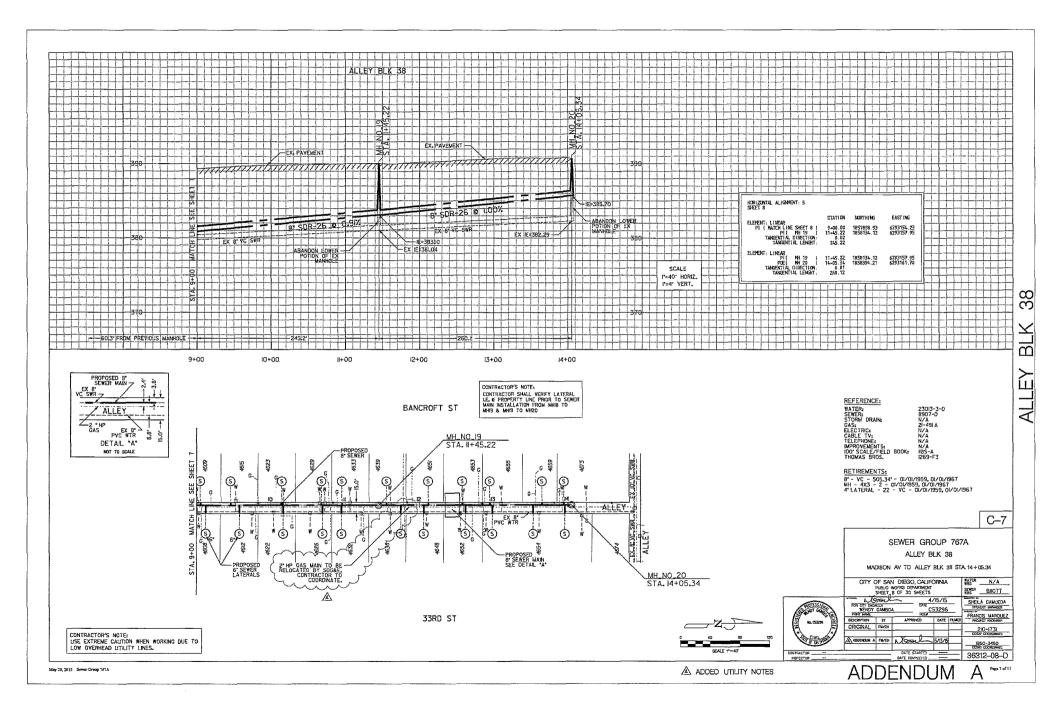
A 5/14/15

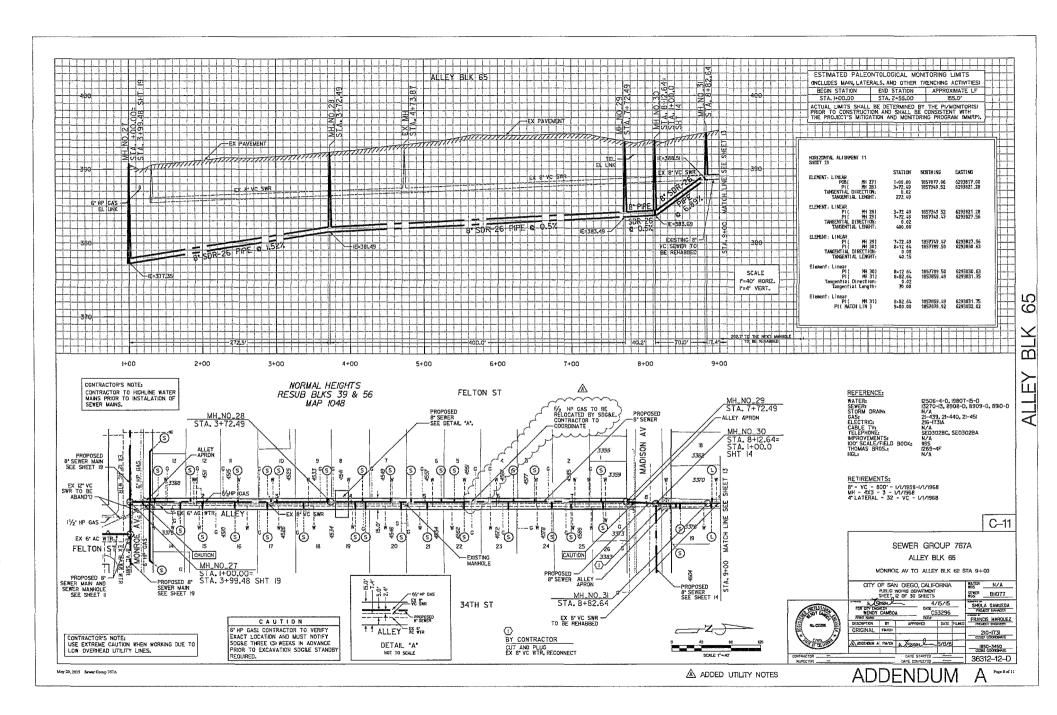
ADDENDUM A Perform

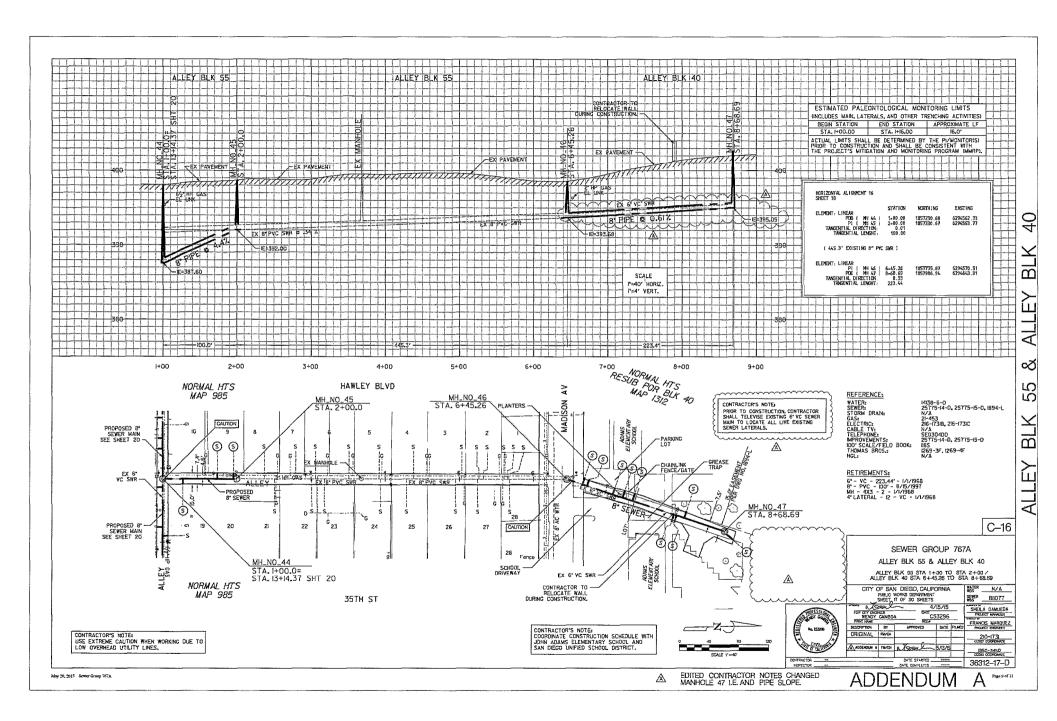
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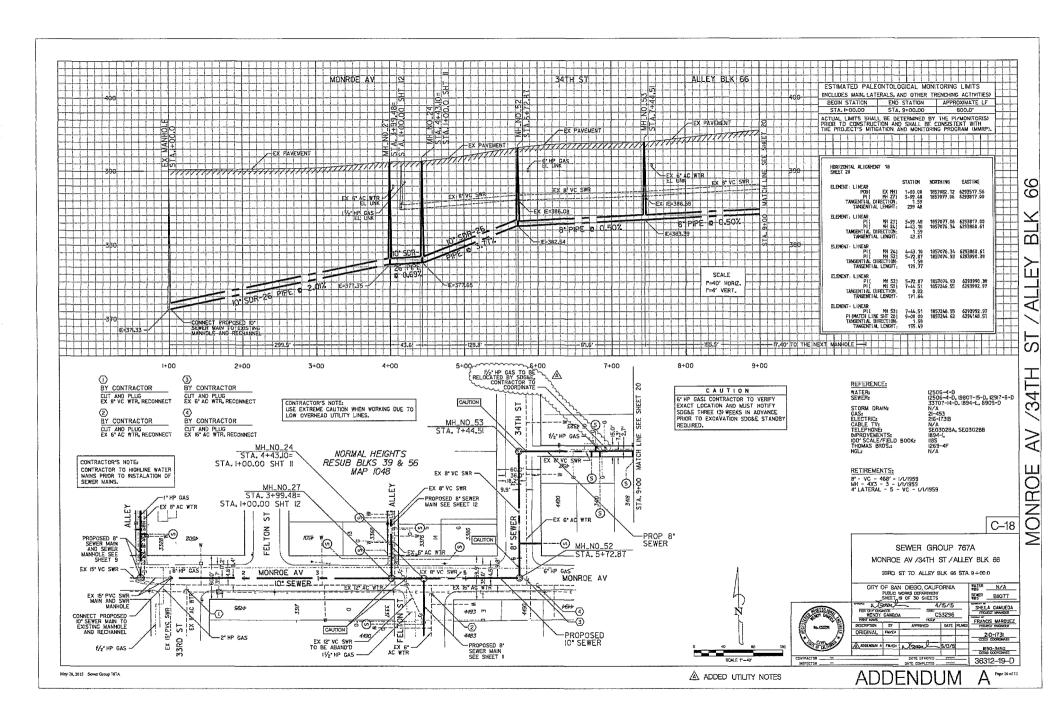


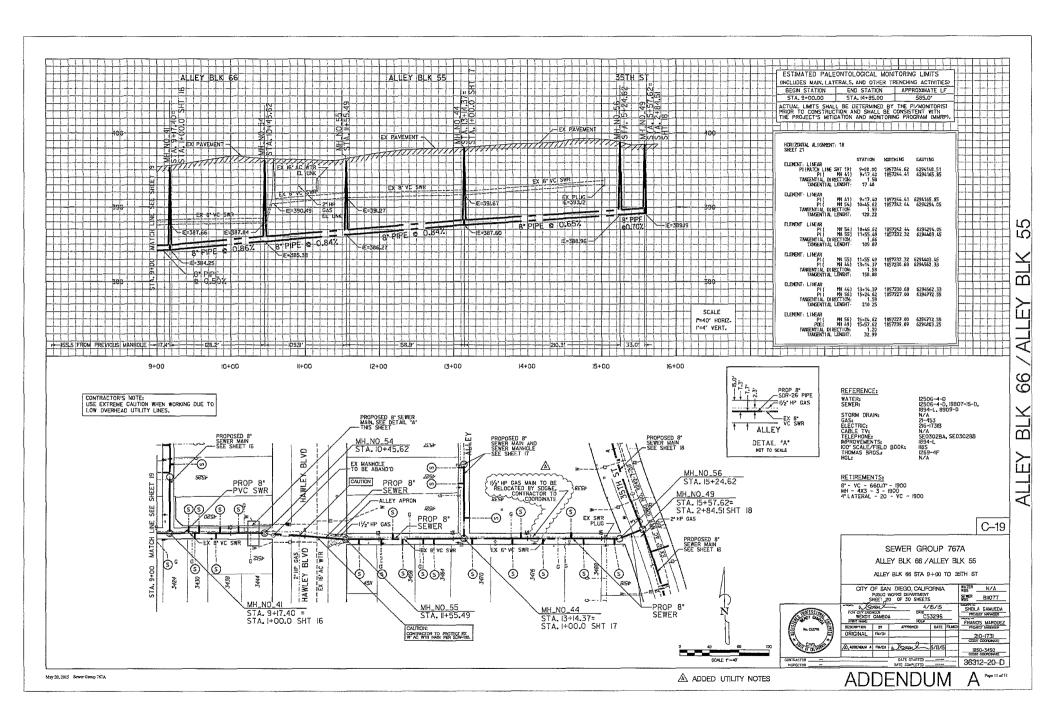












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City of San Diego

CITY CONTACT: DAMIAN SINGLETON, Email: DSingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "B"

FOR



SEWER GROUP 767A

BID NO.:	K-15-1326-DBB-3
SAP NO. (WBS/IO/CC).:	B-11077
CLIENT DEPARTMENT:	2012
COUNCIL DISTRICT:	3 & 9
PROJECT TYPE:	JA

BID DUE DATE:

2:00 PM MAY 28, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Registered Engineer

<u>5129115</u>

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

- 1. To Attachment E, Supplementary Special Provisions, Section 2 Scope and Control of Work, page 40, Sub-section 2-7, Subsurface Data, item 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 6. The alignment of this project is adjacent to a previous project that encountered difficult soil conditions including excessive caving. In addition to the reports above, the Contractor shall hire a licensed geotechnical engineer to conduct Additional Subsurface Investigations at the Work Site and shall submit shoring plans per section 2-5.3 and 7-10.4.2.2. The Contractor shall protect all utilities.

The payment for additional subsurface investigations shall be paid for as an allowance under "Additional Subsurface Investigations – Type I." The contractor shall submit invoices for reimbursement for this work.

James Nagelvoort, Director Public Works Department

Dated: May 22, 2015

San Diego, California

JN/RB/egz

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		A COMPANY OF THE PROPERTY OF T
		Brown Company



Public Works Department Contracts Division 1010 Second Avenue, Suite 1400 San Diego, CA 92101 (619) 533-3450

THE CITY OF SAN DIEGO

FAX TRANSMITTAL

Date: June	2, 2015		
The following	(4) total pages (including this cov	er page) are inte	anded for:
To:	Estimator	From:	Damian Singleton
Company	Ortiz Corporation	Division: _	Contracts
Phone #	(619) 434-7925	FAX#	(619) 533-3633
FAX#	(619) 434-7931	Phone#_	(619) 533-3482
Re: <u>K-15-13</u> 2	26-DBB-3 SEWERGROUP 767A	• •	
the ESTIM	ΓS: In tabulating the bid resul ATED TOTAL FOR PROP	OSAL is \$ 4	.783,949.16 NOT
	.66 as per your proposal. Ple		•
	ot amount AND please initial	λ	6/2/15 44,783,949.16 as the
	estimated to tal X		- Aida Banghart V.P.
If there are a	any problems with receiving this Fa contact the Sender at the "Fro		**************************************
CONTAIN INFORM	INTENDED ONLY FOR THE USE OF THE IND MATION THAT IS PRIVILEGED, CONFIDENTIA AN UNINTENDED RECIPIENT DOES NOT CO	L AND EXEMPT FRO	OM DISCLOSURE UNDER APPLICABLE

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

	^
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City of San Diego

CONTRACTOR'S NAME: ORTIZ CORPORATION

ADDRESS: 2000 MCKINLEY AVE, NATIONAL CITY, CA 91950

TELEPHONE NO.: 619-434-7925 FAX NO.: 619-434-7931

CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@sandiego.gov

Phone No. (619) 533-3482, Fax No. (619) 533-3633

SGamueda/RWBustamante/egz

CONTRACT DOCUMENTS



FOR

SEWER GROUP 767A

VOLUME 2 OF 2

BID NO.:	K-15-1326-DBB-3	
SAP NO. (WBS/IO/CC):	B-11077	
CLIENT DEPARTMENT:	2012	
COUNCIL DISTRICT:	3 & 9	
PROJECT TYPE:	JA	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

			•

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1.	Bid/Proposal	3
	Bid Bond	
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	
4.	Contractors Certification of Pending Actions	8
5.	Equal Benefits Ordinance Certification of Compliance	9
	Proposal (Bid)	
7.	Form AA35 - List of Subcontractors	. 16
8.	Form AA40 - Named Equipment/Material Supplier List	. 17

	:	

PROPOSAL

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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted N/A			
(2) Signature (Given and surname) of proprietor			
(3) Place of Business (Street & Number)			
(4) City and State		Zip Code	
(5) Telephone No.	Facsimile No		
(6) Email Address			
<u>IF A PARTNERSHIP, SIGN HERE</u> :			
(1) Name under which business is conducted N/A			

(2)	Name of each member of partnership, indicate character of (limited):	each partner, general or special				
(3)	Signature (Note: Signature must be made by a general partner	·)				
	Full Name and Character of partner					
(4)	Place of Business (Street & Number)					
(5)	City and State	Zip Code				
(6)	Telephone No Facsimile	No				
(7)	Email Address					
IF A C	ORPORATION, SIGN HERE:					
		ΓΙΟΝ				
	Name under which business is conducted ORTIZ CORPORATION					
(2)	Signature, with official title of officer authorized to sign for the corporation:					
	Maral (Signature)	-				
	MARCELINO E. ORTIZ					
	(Printed Name)	-				
	PRESIDENT	-				
	(Title of Officer)	(Impress Corporate Seal Here)				
(3)	Incorporated under the laws of the State of CALIFORNIA					
	Place of Business (Street & Number) 2000 MCKINLEY AVE					
	City and State NATIONAL CITY, CA					
	Telephone No. 619-434-7925 Facsimile					
(7)	LUCY@ORTIZCORPORATION.COM					

Sewer Group 767A Bid / Proposal Volume 2 of 2 (Rev. Mar. 2015)

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

Contractor's license for the following classification(s) to perform the work described in these specifications: LICENSE CLASSIFICATION A EXPIRES SEPTEMBER 30TH LICENSE NO. __ 2016 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100 000 1045 This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened. TAX IDENTIFICATION NUMBER (TIN): Email Address: LUCY@ORTIZCORPORATION.COM THIS PROPOSAL MUST BE NOTARIZED BELOW: I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct. SUBSCRIBED AND SWORN TO BEFORE ME, TH DAY OF Notary Public in and for the County of . State of (NOTARIAL SEAL)

		,		
		·		
			·	

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

✓ See Attached Document (Notary to cross out lines 1–6 below) ☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary) Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any) 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 Subscribed and sworn to (or affirmed) before me County of SAN DIEGO on this 22^{ND} day of MAY, 20 15, Date Month Year bν (1) MARCEUNO E. ORTIZ Name(z) of Signer(s) (and (2)_ proved to me on the basis of satisfactory evidence JULIE RAE WILSON Commission # 2026140 to be the person(s) who appeared before me. Notary Public - California San Diego County My Comm. Expires May 25, 2017 Signature Signature of Notary Public Seal Place Notary Seal Above **OPTIONAL** Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** _____Document Date: ____ Title or Type of Document: _____ Number of Pages: _____ Signer(s) Other Than Named Above: ____

BID BOND

KNOW ALL MEN BY THESE PRESENTS,				
That Ortiz Corporation	as Principal, and			
International Fidelity Insurance Company	as Surety, are			
held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of 10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.				
WHEREAS, said Principal has submitted a Bid t under the bidding schedule(s) of the OWNER's Cor				
Sewer Group 767A / Project No. 1	K-15-1326-DBB-3			
NOW THEREFORE, if said Principal is awarded and in the manner required in the "Notice Inviting of agreement bound with said Contract Document and furnishes the required Performance Bond and and void, otherwise it shall remain in full force and by said OWNER and OWNER prevails, said Suret such suit, including a reasonable attorney's fee to be	Bids" enters into a written Agreement on the form s, furnishes the required certificates of insurance, Payment Bond, then this obligation shall be null effect. In the event suit is brought upon this bond by shall pay all costs incurred by said OWNER in			
SIGNED AND SEALED, this May	day of 21st, 2015			
Ortiz Corporation (SEAL) (Principal) By: Macchine Corbs (Signature)	International Fidelity Insurance Company (SEAL) (Surety) By: (Signature) Bart Stewart, Attorney-in-Fact			
(SEAL AND NOTARIAL ACKNOWLEDGEMEN	IT OF SURETY)			

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	9

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MOLLY CASHMAN, BART STEWART

Encinitas, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation; contract, or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control oustodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute walvers and consents on behalf of the Corporation; and (3) the signature of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature, thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation; to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL PIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

OPDICA SEAL SET 1004 1 FEB 08

STATE OF NEW JERSEY County of Essex

> ROBERT W. MINSTER Chief Executive Officer (International Fidelity Insurance, Company) and President (Allegheny, Casualty Company)

1936

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duty sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALT COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.

OF NEW

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

215

day of May 2015

Maria A. Granco

	•	

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	. }
County of San Diego	_ }
• 1	Brittany Aceves, Notary Public ,
name(s)(s)are subscribed to the within he/she/they executed the same in his/	factory evidence to be the person(s) whose instrument and acknowledged to me that ner/their authorized capacity(ies), and that by nent the person(s), or the entity upon behalf of ne instrument.
I certify under PENALTY OF PERJUR the foregoing paragraph is true and co	Y under the laws of the State of California that rrect.
WITNESS my hand and official seal.	BRITTANY ACEVES Commission No. 2044569 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires October 7, 2017 Notary Public Seal)
	•
DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s)	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/she/she/she/she) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
2015 Version www.NotaryClasses.com 800-873-9865	 Securely attach this document to the signed document with a staple.

		,
		5

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)	
OAN BUTOO) ss.	
County of SAN DIEGO)	
MARCELINO E. ORTIZ		, being first duly sworn, deposes and
says that he or she is PRESIDENT		of the party making the foregoing
bid that the bid is not made in the	interest of, or on beha	alf of, any undisclosed person, partnership,
company, association, organization	, or corporation; that th	e bid is genuine and not collusive or sham;
that the bidder has not directly or i	ndirectly induced or so	licited any other bidder to put in a false or
sham bid, and has not directly or in	ndirectly colluded, cons	pired, connived, or agreed with any bidder
or anyone else to put in a sham bid	, or that anyone shall re	efrain from bidding; that the bidder has not
in any manner, directly or indire	ctly, sought by agreen	nent, communication, or conference with
anyone to fix the bid price of the	bidder or any other bid	lder, 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 a	myone interested in the	ne proposed contract; that all statements
contained in the bid are true; and f	urther, that the bidder h	nas not, directly or indirectly, submitted his
or her bid price or any breakdown	thereof, or the conten-	ts thereof, or divulged information or data
relative thereto, or paid, and wi	ll not pay, any fee to	o any corporation, partnership, company
association, organization, bid depos	sitory, or to any member	er or agent thereof to effectuate a collusive
or sham bid.		
Signed:	Marchie	-E Orts
Title: PRE		<i>S</i>
Subscribed	and sworn to before me	thisday of, 20 otary Public (SEAL)

CALIFORNIA JURAT WITH AFFIANT STATE	EMEN I GOVERNIVIEN I CODE 9 0202
✓ See Attached Document (Notary to cross out ☐ See Statement Below (Lines 1–6 to be complete)	· ·
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County of SAN PIEGO	Subscribed and sworn to (or affirmed) before me on this 22ND day of MAY, 20 15, by Date Month Year (1) MARCELING E. ORTIZ (and (2) Name(s) of Signer(g)
JULIE RAE WILSON Commission # 2026140 Notary Public - California San Diego County My Comm. Expires May 25, 2017	proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Signature of Notary Public
Seal Place Notary Seal Above	
Though this section is optional, completing th	PTIONAL is information can deter alteration of the document or nis form to an unintended document.
•	Document Date:
Number of Pages: Signer(s) Other Than N	

		·

CONTRACTORS 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.

\square	subject of	rsigned certifies that within a complaint or pending ac ar discriminated against its	tion in a lega	administr	ative proceeding alleging
	subject of that Bidde A descrip	rsigned certifies that with a complaint or pending acer discriminated against its tion of the status or resolen and the applicable dates	tion in a lega employees, s lution of that	l administr ubcontract complaint	rative proceeding alleging ors, vendors or suppliers.
DATE OF	LOCATION	Description of Claim	LITIGATION	STATUS	RESOLUTION/REMEDIAL
CLAIM			.(Y/N)		ACTION TAKEN
····					
Contractor	Name: ORTIZ C	ORPORATION			
Certified E	MARCEI	LINO E. ORTIZ		Title P	RESIDENT
Corning 1	, <u> </u>	Name	-A-	11110	
	<u> An</u>	meeling &	Orle'	Date _	5-12-15

USE ADDITIONAL FORMS AS NECESSARY

CHECK ONE BOX ONLY.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

enrollment periods.



For additional information, contact:

CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORM	MATION
Company Name: ORTIZ CORPORATION	Contact Name: LUCY ORTIZ
Company Address: 2000 MCKINLEY AVE	Contact Phone: 619-434-7925
NATIONAL CITY, CA 91950	Contact Email: LUCY@ORTIZCORPORATION.COM
CONTRACT INFOR	MATION
Contract Title: SEWER GROUP 767A	Start Date: JULY 2015
Contract Number (if no number, state location): K-15-1326-DBB-3	End Date: JULY 2016
SUMMARY OF EQUAL BENEFITS ORI	DINANCE REQUIREMENTS
The Equal Benefits Ordinance [EBO] requires the City to enter into contra maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contractor shall offer equal benefits to employees with spouses and employees.	e contract. To comply:
 Benefits include health, dental, vision insurance; pension/401(k) plan travel/relocation expenses; employee assistance programs; credit unic 	s; bereavement, family, parental leave; discounts, child care;
 Any benefit not offer an employee with a spouse, is not required to be 	e offered to an employee with a domestic partner.

- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION Please indicate your firm's compliance status with the EBO. The City may request supporting documentation. Z I affirm **compliance** with the EBO because my firm (contractor must select one reason): ☑ Provides equal benefits to spouses and domestic partners. ☐ Provides no benefits to spouses or domestic partners. ☐ Has no employees. ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. П I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners. It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract, [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

MARCELINO E. ORTIZ - PRESIDENT

Name/Title of Signatory

Marceline T Orle

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst:

Approved

Not Approved

Reason:

(Rev 02/15/2011)

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		,



Public Works Department Contracts Division 1010 Second Avenue, Suite 1400 San Diego, CA 92101 (619) 533-3450

THE CITY OF SAN DIEGO

June 2, 2015

Date:

FAX TRANSMITTAL

To:	Estimator	From:	Damian Singleton
Company	Ortiz Corporation	_ Division: _	Contracts
Phone#	(619) 434-7925	FAX# _	(619) 533-3633
FAX#	(619) 434-7931	Phone#_	(619) 533-3482
	26-DBB-3 SEWERGROUP 7		
COMMEN	ΓS: <u>In tabulating the bid r</u>	esults of subject p	
COMMEN the ESTIM	TS: In tabulating the bid r	esults of subject p	783,949.16 NOT
COMMEN the ESTIM \$ 4,784,256	ΓS: <u>In tabulating the bid r</u>	esults of subject p OPOSAL is \$ 4, Please FAX ackt	783,949.16 NOT
COMMEN the ESTIM \$ 4,784,256 of the corre	IS: In tabulating the bid r ATED TOTAL FOR PR .66 as per your proposal.	esults of subject population of subject populations of subject popul	783,949.16 NOT nowledgement/concurrenc について

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW, RECEIPT BY AN UNINTENDED RECIPIENT DOES NOT CONSTITUTE A WAIVER OF ANY APPLICABLE PRIVILEGE.

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If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

PROPOSAL (BID)

The Bidder agrees to the construction of **Sewer Group 767A** for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
			,-		BASE BID		
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$20,000.00
2	1	AL	541360	2-7	Additional Subsurface Investigation - Type I		\$20,000.00
3	1	AL	334290	2-11.1.6	Remote Control Camera Inspection - Type II		\$18,227.40
4	1	AL		7-5.3	CalTrans Encroachment Permit - Type I		\$5,000.00
5	1	LS	238990	7-9.1.1	Video Recording of Existing Conditions		\$3,000.00
6	1	LS	237310	7-10.2.6	Traffic Control		\$62,000.00
7	1	LS	237310	7-10.2.6	Flashing Arrow Boards		\$5,500.00
8	1	LS	541820	7-16.8	Exclusive Community Liaison Services		\$27,000.00
9	1	LS		9-3.4.1	Mobilization		\$36,000.00
10	1	AL		9-3.5	Field Orders - Type II		\$135,000.00
11	35	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$350.00	\$ 12,250.00
12	1	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$650.00	\$650.00
13	45,000	SF	237310	302-1.12	Cold Mill AC Pavement (0 - 1 1/2")	\$0.45	\$20,250.00
14	100	TON	237310	302-3.2	Asphalt Pavement Repair	\$250.00	\$25,000.00
15	100,933	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$0.42	\$ 42,391.86

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
16	8,520	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$10.00	\$85,200.00
17	1,387	TON	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	\$100.00	\$138,700.00
18	885	CY	237310	302-6.8	Concrete Pavement Repair	\$410.00	\$362,850.00
19	50	CY	237310	302-6.8	Concrete Pavement - Alley	\$410.00	\$20,500.00
20	17,004	SY	237310	302-7.4	Pavement Fabric	\$3.10	\$52,712.40
21	100	LB	237310	302-14.5	Crack Seal	\$40.00	\$4,000.00
22	4	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$220.00	\$880.00
23	400	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$9.00	\$3,600.00
24	100	LF	237310	303-5.9	Additional Curb and Gutter	\$45.00	\$4,500.00
25	2,400	SF	237310	303-5.9	Alley Apron	\$15.00	\$36,000.00
26	6	EA	237310	303-5.10.2	Curb Ramp Type A with Detectable Warning Tiles	\$2,800.00	\$16,800.00
27	2	EA	237310	303-5.10.2	Curb Ramp Type B with Detectable Warning Tiles	\$2,800.00	\$5,600.00
28	10	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$2,950.00	\$29,500.00
29	20	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$2,400.00	\$48,000.00
30	1	EA	237310	303-5.10.2	Curb Ramp Type Case B with Detectable Warning Tiles	\$2,900.00	\$2,900.00
31	1	LS	237110	306-1.1.6	Trench Shoring		\$120,000.00
32	500	CY	237110	306-1.2.1.1	Additional Bedding	\$ 25.00	\$12,500.00
33	660	TON	237310	306-1.5.1	Temporary Resurfacing	\$92.00	\$60,720.00
34	500	TON	237110	306-1.6	Imported Backfill	\$65.00	\$32,500.00
35	6,164	LF	237110	306-1.6	8-Inch Sewer Main SDR-35	\$ 171.00	\$1,054,044.00

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Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
36	5,123	LF	237110	306-1.6	8-Inch Sewer Main, Special Strength SDR-26	\$133.00	\$681,359.00
37	473	LF	237110	306-1.6	10-Inch Sewer Main, Special Strength SDR-26	\$197.00	\$93,181.00
38	219	LF	237110	306-1.6	12-Inch Sewer Main, Special Strength SDR-35	\$207.00	\$45,333.00
39	675	LF	237110	306-1.6	12-Inch Sewer Main, Special Strength SDR-26	\$ 188.00	\$126,900.00
40	59	EA	237110	306-1.8.6	Manholes (4 X 3)	\$4,100.00	\$241,900.00
41	3	EA	237110	306-1.8.6	Connection to Existing Manhole Using Existing Stub-out	\$250.00	\$750.00
42	4	EA	237110	306-1.8.6	Connection to Existing Manhole and Rechanneling	\$1,980.00	\$ 7,920.00
43	1	EA	237110	306-1.8.6	Drop Manhole Assembly Per Detail B on 36312-04-D	\$4,560.00	\$4,560.00
44	92	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Street)	\$1,750.00	\$161,000.00
45	277	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Alley)	\$1,000.00	\$277,000.00
46	24	EA	237110	306-1.9.1	6-Inch Sewer Lateral & Cleanout (Alley)	\$1,100.00	\$26,400.00
47	1	EA	237110	306-1.9.2.5	6-Inch Sewer Lateral with Private Replumbing (4440 32nd St.)	\$ 22,000000	\$22,000000
48	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing (4446 32nd St.)	\$21,000.00	\$21,000.00
49	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing (4454 32nd St.)	\$19,000.00	\$ 19,000.00
50	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing (4456 32nd St.)	\$19,000.00	\$ 19,000.00
51	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing (4458 32nd St.)	\$21,000.00	\$21,000.00
52	121	LF	237110	306-2.6	8-Inch Sewer Main with Steel Casing Per 36312-04-D	\$550.00	\$66,550.00
53	7	EA	237110	306-5.3	Abandon Existing Manhole Outside of Trench	\$1,200.00	\$8,400.00
54	370	LF	237110	306-5.3	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	\$8.00	\$2,960.00
55	1,363	LF	237110	306-5.3	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit	\$6.00	\$8,178.00

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
56	655	LF	237110	306-5.3	Abandon and Fill Existing 10-Inch Sewer Main Outside of Trench Limit	\$10.00	\$06,550.00
57	395	LF	237110	306-5.3	Abandon and Fill Existing 12-Inch Sewer Main Outside of Trench Limit	\$14.00	\$05,530.00
58	12,805	LF	237110	306-9.7	Video Inspecting Pipelines for Acceptance	\$ 0.80	\$0 10,244.00
59	10,250	LF	237110	306-9.7	Cleaning and Video Inspecting Pipelines Prior to Construction	\$1.62	\$0.16,912.50
60	1,505	SF	237310	314-4.4.6	Continental Crosswalk	\$ 3.50	\$05,267.50
61	26	EA	237110	500-1.1.9	Lateral Launch Video	\$ 125.00	\$03,250.00
62	808	LF	237110	500-1.1.9	Rehabilitate 8-Inch Sewer Main	\$35.00	\$0 28,280.00
63	26	EA	237110	500-4.9	Service Lateral Connection	\$1,000.00	\$0.26,000.00
64	26	EA	237110	500-1.6.6	Service Lateral Lining with Cleanout	\$1,300.00	\$033,800.00
65	3	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	\$ 2,100.00	\$06,300.00
66	1	LS	237110	600-1.2.2.10	High-lining by the Contractor		\$0122,900.00
67	. 15	EA	237110	600-1.4.9	Cut and Plug of the Existing System by Contractor	\$3,500.00	\$052,500.00
68	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$650.00
69	1	LS	237310	701-13.9.5	Water Pollution Control Program Implementation		\$ 15,000.00
70	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)		\$20,000.00
71	5	DAYS	541690	707-1	Suspension of Work - Resources	\$800.00	\$4,000.00
72	6,358	LF	541690	707-3	Paleontological Monitoring Program	\$7.00	\$44,506.00
73	20	CY	541690	707-5	Paleontological Mitigation and Excavation	\$220.00	\$4,400.00
ESTIMATED TOTAL BASE BID:							\$4,784,256.66

MC \$ 4,783,949 -16

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PROPOSAL (BID)

The Bidder agrees to the construction of **Sewer Group 767A** for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension		
	BASE BID								
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$20,000.00		
2	1	AL	541360	2-7	Additional Subsurface Investigation - Type I		\$20,000.00		
3	1	AL	334290	2-11.1.6	Remote Control Camera Inspection - Type II		\$18,227.40		
4	1	AL		7-5.3	CalTrans Encroachment Permit - Type I		\$5,000.00		
5	1	LS	238990	7-9.1.1	Video Recording of Existing Conditions		\$3,000.00		
6	1	LS	237310	7-10.2.6	Traffic Control		\$62,000.00		
7	1	LS	237310	7-10.2.6	Flashing Arrow Boards		\$5,500.00		
8	1	LS	541820	7-16.8	Exclusive Community Liaison Services		\$27,000.00		
9	1	LS		9-3.4.1	Mobilization		\$36,000.00		
10	1	AL		9-3.5	Field Orders - Type II		\$135,000.00		
11	35	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$350.00	\$ 12,250.00		
12	1	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$650.00	\$650.00		
13	45,000	SF	237310	302-1.12	Cold Mill AC Pavement (0 - 1 1/2")	\$0.45	\$ 20,250.00		
14	100	TON	237310	302-3.2	Asphalt Pavement Repair	\$250.00	\$25,000.00		
15	100,933	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$0.42	\$42,391.86		

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22	4	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$220.00	\$880.00
23	400	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$9.00	\$3,600.00
24	100	LF	237310	303-5.9	Additional Curb and Gutter	\$45.00	\$4,500.00
25	2,400	SF	237310	303-5.9	Alley Apron	\$15.00	\$36,000.00
26	6	EA	237310	303-5.10.2	Curb Ramp Type A with Detectable Warning Tiles	\$2,800.00	\$16,800.00
27	2	EA	237310	303-5.10.2	Curb Ramp Type B with Detectable Warning Tiles	\$2,800.00	\$5,600.00
28	10	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$2,950.00	\$29,500.00
29	20	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$2,400.00	\$48,000.00
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33	660	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 92.00	\$60,720.00
34	500	TON	237110	306-1.6	Imported Backfill	\$65.00	\$32,500.00
35	6,164	LF	237110	306-1.6	8-Inch Sewer Main SDR-35	\$ 171.00	\$1,054,044.00

Sewer Group 767A Proposal (BID) Volume 2 of 2 (Rev. Mar. 2015)

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
36	5,123	LF	237110	306-1.6	8-Inch Sewer Main, Special Strength SDR-26	\$133.00	\$681,359.00
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39	675	LF	237110	306-1.6	12-Inch Sewer Main, Special Strength SDR-26	\$ 188.00	\$126,900.00
40	59	EA	237110	306-1.8.6	Manholes (4 X 3)	\$4,100.00	\$241,900.00
41	3	EA	237110	306-1.8.6	Connection to Existing Manhole Using Existing Stub-out	\$250.00	\$750.00
42	4	EA	237110	306-1.8.6	Connection to Existing Manhole and Rechanneling	\$1,980.00	\$7,920.00
43	1	EA	237110	306-1.8.6	Drop Manhole Assembly Per Detail B on 36312-04-D	\$4,560.00	\$4,560.00
44	92	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Street)	\$1,750.00	\$161,000.00
45	277	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Alley)	\$1,000.00	\$277,000.00
46	24	EA	237110	306-1.9.1	6-Inch Sewer Lateral & Cleanout (Alley)	\$1,100.00	\$26,400.00
47	1	EA	237110	306-1.9.2.5	6-Inch Sewer Lateral with Private Replumbing (4440 32nd St.)	\$ 22,000000	\$22,000000
48	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing (4446 32nd St.)	\$21,000.00	\$21,000.00
49	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing (4454 32nd St.)	\$19,000.00	\$19,000.00
50	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing (4456 32nd St.)	\$19,000.00	\$19,000.00
51	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing (4458 32nd St.)	\$21,000.00	\$21,000.00
52	121	LF	237110	306-2.6	8-Inch Sewer Main with Steel Casing Per 36312-04-D	\$550.00	\$66,550.00
53	7	EA	237110	306-5.3	Abandon Existing Manhole Outside of Trench	\$1,200.00	\$8,400.00
54	370	LF	237110	306-5.3	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	\$8.00	\$2,960.00
55	1,363	LF	237110	306-5.3	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit	\$6.00	\$8,178.00

Sewer Group 767A Proposal (BID) Volume 2 of 2 (Rev. Mar. 2015)

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Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
56	655	LF	237110	306-5.3	Abandon and Fill Existing 10-Inch Sewer Main Outside of Trench Limit	\$ 10.00	\$06,550.00
57	395	LF	237110	306-5.3	Abandon and Fill Existing 12-Inch Sewer Main Outside of Trench Limit	\$14.00	\$05,530.00
58	12,805	LF	237110	306-9.7	Video Inspecting Pipelines for Acceptance	\$0.80	\$0 10,244.00
59	10,250	LF	237110	306-9.7	Cleaning and Video Inspecting Pipelines Prior to Construction	\$ 1.62	\$0.16,912.50
60	1,505	SF	237310	314-4.4.6	Continental Crosswalk	\$3.50	\$05,267.50
61	26	ËA	237110	500-1.1.9	Lateral Launch Video	\$ 125.00	\$03,250.00
62	808	LF	237110	500-1.1.9	Rehabilitate 8-Inch Sewer Main	\$35.00	\$0 28,280.00
63	26	EA	237110	500-4.9	Service Lateral Connection	\$1,000.00	\$0 26,000.00
64	26	EA .	237110	500-1.6.6	Service Lateral Lining with Cleanout	\$1,300.00	\$033,800.00
65	3	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	\$ 2,100.00	\$06,300.00
66	1	LS	237110	600-1.2.2.10	High-lining by the Contractor		\$0 122,900.00
67	. 15	EA	237110	600-1.4.9	Cut and Plug of the Existing System by Contractor	\$3,500.00	\$052,500.00
68	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$650.00
69	1	LS	237310	701-13.9.5	Water Pollution Control Program Implementation		\$15,000.00
70	1	LS ·	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)		\$20,000.00
71	5	DAYS	541690	707-1	Suspension of Work - Resources	\$800.00	\$4,000.00
72	6,358	LF	541690	707-3	Paleontological Monitoring Program	\$7.00	\$44,506.00
73	20	CY	541690	707-5	Paleontological Mitigation and Excavation	\$220.00	\$4,400.00
	•			-	ESTIMATED TOTAL	L BASE BID:	\$4,784,256.66

MC \$ 4,783,949.16

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Sewer Group 767A Proposal (BID) Volume 2 of 2 (Rev. Mar. 2015)

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TOTAL BID PRICE FOR BID (Items 1 through 73, inclusive) amount written in words:

FOUR MILLION, SEVEN HUNDRED EIGHTY FOUR THOUSAND, TWO HUNDRED FIFTY SIX DOLLARS, AND SIXTY SIX CENTS

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: ADDENDUM "A" DATED 5/20/15, ADDENDUM "B" DATED 5/22/15

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

MARCELINO E. ORTIZ - PRESIDENT

TERESA O. ORTIZ - SECRETARY

AIDA BANGHART - VICE-PRESIDENT

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.

Bidder: AIDA BANGHART for ORTIZ CORPORATION

Title: VICE-PRESIDENT

Business Address: 2000 MCKINLEY AVE, NATIONAL CITY, CA 91950

Place of Business: 2000 MCKINLEY AVE, NATIONAL CITY, CA 91950

Place of Residence: 4805 BRAM AVE, BONITA, CA 91902

NOTES:

Signature:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.

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- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED 2	CHECK IF JOINT VENTURE PARTNERSHIP
Name: MCGRATH CONSULTING Address: POBOX 2488 City: EL CAJON State: CA Zip: 92021 Phone: 619-443-3811 Email: WWW.MCSWPPP.COM	CONSTRUCTION SERVICE	11MH0280	WATER POLLUTION CONTROL PLAN	\$485.00	ELBE	CITY OF SAN DIEGO	N/A
Name: VIDEO FACT DOCUMENTATION Address: 4609 LYONS DR. City: LA MESA State: CA Zip: 91941 Phone: 619-442-0080 Email: CHRIS@VIDEOFACT.NET	CONSTRUCTION SERVICES	11RC0404	PRECON VIDEO	\$2,500.00	ELBE	CITY OF SAN DIEGO	N/A

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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Name: YBS CONCRETE Address: 821 KUHN DR # 204 City: CHULA VISTA State: CA Zip: 91914 Phone: 619-271-6122 Email: YBSCONCRETE@YAHOO.COM	CONSTRUCTOR	885270	CONCRETE	\$440,850.00	SLBE	CITY OF SAN DIEGO	N/A
Name: AFFORDABLE PIPELINE SERVICES Address: 8340 JUNIPER CREEK LN City: SAN DIEGO State: CA Zip: 92126 Phone: Email: WWW.AFFORDABLEDRAIN.COM	CONSTRUCTOR SERVICE	790919	CCTV	\$24,000.00	SLBE	CITY OF SAN DIEGO	N/A

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Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
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California Public Utilities Commission	CPUC		SRMSDC
State of California's Department of General Services State of California	CADoGS CA	City of Los Angeles U.S. Small Business Administration	LA SBA

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Name: HUDSON SAFE-T-LITE RENTALS Address: 777 GABLE WAY	CONSTRUCTOR SERVICES	788289	TRAFFIC CONTROL	\$5,550.00	SLBE	CITY OF SAN DIEGO	N/A
			DESIGN &		•		
0.0)			EQUIPMENT SUPPLY)
Zip: 92022 Phone: 619-441-3644 Email: WWW.HUDSONSAFETLITE.COM							
Name: BRIAN F. SMITH & ASSOCIATES, INC.	CONSTRUCTOR	12BS0577	ENVIRON	\$27,560.00	SLBE	CITY OF	N/A
Address: 14010 POWAY ROAD, SUITE 1	SERVICES		MITIGATION			SAN DIEGO	
City: POWAY State: CA							
Zip: 92064 Phone: 858-679-8218							
Email: WWW.BFSA-CA.COM							

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

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Name: SEAL RIGHT PAVING Address: P.O.BOX 2753 City: SPRING VALLEY State: CA Zip: 91979 Phone: 619-465-7411 Email: SRPESTIMATING@SBCGLOBAL.NET	CONSTRUCTOR	364113	ASPHALT PAVING	\$517,000.00	SLBE	CITY OF SAN DIEGO	N/A
Name: G. SCOTT ASPHALT. INC Address: 358 TROUSDALE DRIVE City: CHULA VISTA State: CA Zip: 91910 Phone: 619-420-1854 Email: ESTIMATOR@ASPHALTREPAIRS.COM	CONSTRUCTOR	751836	SLURRY SEAL	\$37,391.00	SLBE	CITY OF SAN DIEGO	N/A

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• .	OBE	Certified Emerging Local Business Enterprise	ELBE
Other Business Enterprise			SDB
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Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

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State of California	CA		SBA

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Name: EASY FLOW Address: 13682 LINDAMERE LN City: SAN DIEGO State: CA Zip: 92128 Phone: 909-908-7300 Email: EASYFLOWPIPE@HOTMAIL.COM	CONSTRUCTOR	960845	SEWER LATERAL REAHB	\$26,780.00	ELBE	CITY OF SAN DIEGO	N/A
Name: DOUGLAS MATHESON & CO. Address: 905 CAMINITO MADRIGAL City: CARLSBAD State: CA Zip: 92011 Phone: 760-431-0652 Email: DEB@MATHESONCO.COM	CONSTRUCTOR SERVICES	12DM0782	COMM LIAISON	\$24,900.00	ELBE	CITY OF SAN DIEGO	N/A

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Name: LSI ROAD MARKING Address: 14219 OLD HWY 80 City: EL CAJON State: CA Zip: 92021 Phone: 619-443-7755 Email: RODNEY@LSIROADMARKING.COM	CONSTRUCTOR	775886	STRIPING	\$11,351.00	SLBE	CITY OF SAN DIEGO	N/A
Name:				·			

O As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE)					
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2	As appropriate, Bidder shall indicate if Subcontractor is certific	ed by:			
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	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC	
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA	
	State of California	CA	U.S. Small Business Administration	SBA	

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NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the DOLLAR VALUE of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed DOLLAR VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed DOLLAR VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

DOLLAR VALUE

OF MATERIAL OR

SUPPLIER MANUFACTURER

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	SUPPLIES (MUST BE FILLED OUT)	(Yes/No)	(Yes/No)	OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: N/A			<u> </u>			
Address:						
City: State:						
Zip: Phone:						
Email:						
Name:						
Address:						
City: State:						
Zip: Phone:						:
Email:						
As appropriate, Bidder shall identify Vendor/Suj	pplier as one of the following	g and shall include a vali	d proof of certif	ication (except for OBE,	, SLBE and ELBE):	
Certified Minority Business Enterprise				iness Enterprise		WBE
Certified Disadvantaged Business Enterprise Other Business Enterprise	DI Oi			teran Business Enterpris ocal Business Enterprise		DVBE ELBE
Certified Small Local Business Enterprise			Disadvantaged			SDB
Woman-Owned Small Business			Zone Business		Н	UBZone
Service-Disabled Veteran Owned Small Busin		OVOSB				
As appropriate, Bidder shall indicate if Vendor/S	Supplier is certified by:					
City of San Diego				partment of Transportati		TRANS RMSDC
California Public Utilities Commission State of California's Department of General S			nego Kegionai N f Los Angeles	Ainority Supplier Divers	ny Councii S	LA
State of California	CA	2	Small Business A	Administration		SBA

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

MBE, WBE, DBE, DVBE,

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