# **City of San Diego**

CONTRACTOR'S NAME:\_\_\_\_ ADDRESS:\_\_\_\_\_\_ TELEPHONE NO.:\_\_\_\_\_

FAX NO.:

CITY CONTACT: CLEMENTINA GIORDANO, CONTRACT SPECIALIST; Email: cgiordano@sandiego.gov; Phone: 619-533-3481; Fax: 619-533-3633

R.Owen/NB/egz

# CONTRACT DOCUMENTS FOR



# GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-SEWER & WATER GROUP 770

VOLUME 1 OF 2

BID NO.:	K-13-5137-DBB-3
SAP NO. (WBS/IO/CC):	B-00333 / B-00081 / B-00410 / B-00099
CLIENT DEPARTMENT:	2011, 2013
COUNCIL DISTRICT:	3 & 7
PROJECT TYPE:	KB, JA

#### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> PHASED-FUNDING

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

### **BID DUE DATE:**

2:00 PM FEBRUARY 20, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE SUITE 1400 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:

10 1) For City Engineer

Seal: 10--12

Date



# 

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") now contains the following distinct Contract Documents:

- 1) *Equal Opportunity Contracting Program Requirements* This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) City Supplement The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <u>http://www.bnibooks.com</u>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <u>http://www.sandiego.gov/engineering-cip/</u>

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#### **REQUIRED DOCUMENTS SCHEDULE**

This table is intended to serve as a convenient tool for listing forms and documents required at different times. It is neither exhaustive nor must be considered a Contract Document by itself. Therefore, the users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.

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

The specified EOC forms are all available for download from the EOC Program's web site at:

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE 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 DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	BID DUE DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	SLBE-ELBE Good Faith Documentations
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	Form AA60 – List of Work Made Available
11.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: Joint Venture Agreement Joint Venture License

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

# **REQUIRED DOCUMENTS SCHEDULE**

ITEM	WHEN	BY	WHAT
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
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21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

#### SPECIAL NOTICE SMALL LOCAL BUSINESS ENTERPRISES (SLBE) AND EMERGING LOCAL BUSINESS ENTERPRISES (ELBE) PROGRAM

- 1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
  - **1.1.** The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

#### 2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.

- **III. Equal Employment Opportunity Outreach Program (A). DELETE** in its entirety and **SUBSTITUTE** with the following:
  - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, 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.** AMENDMENTS TO THE CITY'S EOCP SLBE-ELBE REQUIREMENTS.

- VIII. Subcontracting Efforts Review and Evaluation (2b). DELETE in its entirety and SUBSTITUTE with the following:
  - b) "Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 10 Working Days before the Bid or Proposal due date."

# VIII. Subcontracting Efforts Review and Evaluation (3) and (4). DELETE in its entirety and SUBSTITUTE with the following:

3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit, within 3 Working Days of the Bid opening, information necessary to establish adequate good faith efforts were taken to meet the contract subcontractor participation percentages. The required documentation includes the following:

#### A. ADVERTISEMENT REQUIREMENTS

Advertisements for subcontract work must comply with the following requirements:

1. Advertisements must be published at least 10 Working Days prior to bid opening. Provide the names and dates of each publication of where the advertisement was published.

Note: The advertisement is not required to be published everyday for the 10 Working Days prior to bid opening.

- 2. There must be at least 2 advertisements published, 1 advertisement in a trade publication and 1 in a focus group publication. Additional advertising for SLBE-ELBE participation may be placed in newspapers, trade papers and on the Internet. For a listing of publications accepting advertisements, please visit the City's EOC home page at http://www.sandiego.gov/eoc/
  - 2.1. Newspaper advertisements must be in the Bids Wanted, Legal Notices section of the Classified Ads, Subcontracting Opportunities or Business Opportunities **NOT** the Employment Opportunities Section.
- 3. Advertisements must state which items or portions of work the Bidder is requesting subcontractor pricing.
  - 31 It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet specified subcontracting participation percentage and at a minimum an amount of work equal to the specified subcontracting participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces or supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 4. Advertisements must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 5. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
- 6. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 7. Bidders MUST provide proof of publication of each advertisement by providing the publication affidavit which must include a legible copy of the entire advertisement and the original ENTIRE page of the publication in which the advertisement appears.
- B. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS

Bidders must directly solicit SLBE-ELBE firms on the City's approved SLBE-ELBE list. Solicitations for Subcontractor or Supplier work must comply with the following requirements:

- 1. The solicitation must be dated and list the name of the SLBE-ELBE firm. Solicitations must be made to the SLBE-ELBE firms at least 10 Working Days prior to bid opening.
- 2. Solicitation must state which items or portions of work the Bidder is requesting subcontractor pricing.
  - 2.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the specified subcontractor participation percentage and at a minimum an amount of work equal to the subcontractor participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 3. Solicitation must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 4. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE subcontractors in obtaining necessary equipment, supplies, or materials.
- 5. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 6. Bidder must solicit **ALL** SLBE-ELBE firms on the City's approved list, who have the NAICS code for the subcontract work sought by the Contractor.
- 7. Bidders must provide copies of **ALL** solicitations with one of the following forms of verification that the solicitations were sent:
  - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
  - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
  - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

C. SLBE-ELBE WRITTEN SOLICITATION FOLLOW-UP REQUIREMENTS

Bidders must follow-up with all SLBE – ELBE firms that were notified of the subcontracting opportunities to determine their level of interest and commitment to bid the Project. When following up with the SLBE – ELBE firms, the Bidder must do the following:

- 1. Follow up communications must start no less than 5 Working Days prior to bid opening.
- 2. Bidders must follow up with all SLBE-ELBE firms in writing. Bidders must provide copies of **ALL** written follow up notices with one of the following forms of verification that the follow up notices were sent:
  - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
  - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
  - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

- Bidders must make at least 3 follow-up telephone calls to each SLBE – ELBE firm at least 5 days prior to bid opening date. Bidders must submit a telephone log as identified below.
  - 3.1. Submit a telephone log, as proof of telephone call, with the following requirements: project name, name of person making the phone call, name of firm contacted, contact person's name, date of call, time of call, and details of conversation.

### D. SUBCONTRACT AWARD SUMMARY

Bidders must act in good faith with interested SLBE-ELBE firms and may only reject bids for legitimate business reasons. The Bidder must submit the following documentation:

- 1. A **DETAILED** summary sheet which includes Bid item number, scope of work, Subcontractor or Supplier name, bid amount, certification type, Subcontractor or Supplier selection and reason for selection or non-selection of all the Subcontractor or Supplier that responded.
- 2. Copies of all Subcontractor or Suppliers bids received including bids for areas of work that were not included in the outreach and quotes from both certified and non-certified Subcontractors or Suppliers. Subcontractor bid amounts MUST match the bid-listed dollar amounts on form AA35 and AA40 submitted with Bidders sealed bid and the summary sheet dollar amounts MUST also match these amounts. If the Bidder decides to self-perform a scope of work, the Bidder MUST submit a detailed quote to show that the Bidder's price is competitive to the price of the subcontractors that responded to outreach efforts. All dollar amounts and scopes of work on the Subcontractor or Supplier bid must not be altered by the prime Bidder. If a revision is necessary, a revised quote must be obtained and provided. All verbal quotes MUST be substantiated by corresponding written quote from the Subcontractor or Supplier.

E. OUTREACH ASSISTANCE REQUIREMENTS

Written notice of subcontractor opportunities must be forwarded to local organizations or groups to assist with outreach efforts. When contacting local organizations or groups, the Bidder **<u>must do</u>** the following:

- 1. Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City's EOC home page at <u>http://www.sandiego.gov/eoc/</u>
- 2. Written notice must indicate the date of the notice and name of the local organization or group. Written notices must be forwarded to the organizations or groups at least 10 Workings Days prior to bid opening.
- 3. Written notice must state which items or portions of work the Bidder is requesting subcontractor pricing.
  - It is the Bidder's responsibility to demonstrate that 31 enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the subcontractor participation percentage, and at a minimum an amount of work equal to the subcontracting participation amount. If necessary to reach the subcontractor participation percentage, the work should include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 4. Written notice must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 5. Written notice must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
- 6. Written notice must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 7. Bidders must provide copies of **ALL** notices with one of the following forms of verification that the notices were sent:
  - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
  - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
  - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

**XI. Suppliers.** Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW.

- 4. **SUBCONTRACTING PARTICIPATION PERCENTAGES.** The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified Subcontractors including SLBEs, ELBEs, DBEs, MBEs, WBEs, DVBEs and OBEs.
  - **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	8.1%
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2.	ELBE participation	14.2%
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- 3. Total mandatory participation 22.3%
- **4.2** For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance Type II in the Bid and Proposal forms) in the calculation. Allowance Type I Bid Items are part of the Base Bid integral to the SOW.
- 5. **PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the Good Faith Effort requirements of this contract.
- 6. **MANDATORY CONDITIONS.** Bid will be declared <u>non-responsive</u> if the Bidder fails the following mandatory conditions.
  - **6.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
  - **6.2.** Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Bid opening if the overall mandatory participation percentage is not met.
- 7. **BID DISCOUNT.** This contract **is not** subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
- 8. **RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website at <u>http://www.sandiego.gov/eoc/</u>

# CITY OF SAN DIEGO, CALIFORNIA

### INVITATION TO BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-SEWER & WATER GROUP 770.**
- 2. **DESCRIPTION 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 below:

The project involves the installation of 8" sewer mains, sewer manholes, sewer vault, sewer laterals, sewer laterals replumbing, sewer manhole abandonment, sewer main abandonment, sewer main privatization, 8" water main, water services, fire hydrants, valves, trench shoring, traffic control, curb ramps, street resurfacing and all other appurtenances in accordance with the contract specification.

The Work shall be performed in accordance with:

- Bid No. K-13-5137-DBB-3 and Sewer & Water Group 770 Plans are numbered 33561-01-D through 33561-15-D and Sewer & Water Group 685 Plans are numbered 31952-1-D through 31952-28-D, inclusive.
- **3. ENGINEER'S ESTIMATE:** The City's estimated construction cost for this contract is \$5,460,000,00.
- 4. LOCATION OF WORK: The location of Work is as follows:

#### This project is located in the community of City Heights.

- 5. CONTRACT TIME: The Contract Time for completion of the Work shall be 448 Working Days.
- 6. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance (i.e., Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Workers' Compensation 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.
- 7. 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.

The City has determined the following licensing classification(s) for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C34

The Bidder shall satisfy the licensing requirement by meeting at least one of the listed options.

8. **PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue Suite 1400 MS 614C, San Diego, CA 92101 at 10:00 AM, on JANUARY 29, 2013.

All potential bidders are encouraged to attend.

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 Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

- 9. CITY CONTACT INFORMATION: See the cover of the Contract Documents.
- **10. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

<b>Document No.</b>	Filed	Description
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

#### 1. STANDARD SPECIFICATIONS

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

#### 2. STANDARD DRAWINGS

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: \*Available online under Engineering Documents and References at: http://www.sandiego.gov/engineering-cip.

**11. WAGE RATES**: Prevailing wages are not applicable to this project <u>unless specified otherwise</u> <u>on the cover page of these specifications and when included in these specifications</u>. See Funding Agency Provisions that follow this Invitation to Bid for more information. **12. INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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.

- **13. PHASED FUNDING:** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with sections 9-3 and 6-1 of the Supplementary Special Provisions (SSP) prior to award of Contract.
- 14. ADDITIVE/DEDUCTIVE ALTERNATES: The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Proposal (or RFP for Design-Build contracts). The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).

For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

Tony Heinrichs, Director Public Works Department

### **INSTRUCTIONS TO BIDDERS**

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the total amount of the proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid 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 or a Task Order authorization. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department-Engineering & Capital Projects Prequalification Program, 1010 Second Avenue Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 2. CONTRACTOR REGISTRATION: Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- **3. 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.
- 4. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. 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 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

**8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.

- **9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- **10. QUESTIONS:** 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 procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue Suite 1400 MS 614C, San Diego, California, 92101, Telephone No. (619) 553-3450.

Questions received less than 14 days prior to the date for opening of Bids may not be answered.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.

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.

- **11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- **12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
- **13. 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.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, 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 City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and 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.

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

14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY): With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

**15. AWARD OF CONTRACT OR REJECTION OF BIDS:** This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

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.

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.

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 Contracting Group 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."

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.

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 Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

**16. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

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. Due to time constraints, Bid results cannot be given out over the telephone.

**17. THE CONTRACT:** 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10 Working 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.

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.

**18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

### **19. DRUG-FREE WORKPLACE:**

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

#### b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
  - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

#### **20. AMERICANS WITH DISABILITIES ACT:**

a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below. b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
  - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
  - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
  - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.
- 21. CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor\_standards\_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL: The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

http://www.sandiego.gov/eoc/laborcompliance/#manual.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1010 Second Avenue Suite 1400 MS 614C, San Diego, CA 92101, Tel. 619-533-3450.

**23. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS: The Contractor shall abide by the requirements of §§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.
- **25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

#### **26. PRE-AWARD ACTIVITIES:**

<u>Pre-award Submittals</u> - The Apparent Low Bidder (or winner in case of Design-Build contracts) 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**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

<u>Pre-award Schedule and Phased Funding</u> - For phased funded contracts, One of the Pre-award Submittals is the Pre-award Schedule which is a cost loaded CPM schedule prepared in accordance with section 6-1.1, "Construction Schedule." The Apparent Low Bidder (or the apparent winner in case of Design-Build contracts) shall review subsection 6-1.4, "Phased Funding" and submit the required information as specified.

# CONTRACT FORMS AGREEMENT

# **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Ortiz Corporation</u>, herein called "Contractor" for construction of <u>GROUP 3014-SEWER & WATER GROUP 685</u> <u>& GROUP 3014-SEWER & WATER GROUP 770</u>; Bid No.<u>K-13-5137-DBB-3</u>; in the amount of <u>Three Million Four Hundred Eighty Thousand Nine Hundred Sixty Five Dollars</u> (\$3,480,965.60) which is comprised of The Base Bid plus Additive Alternate "A" and "B".

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) That certain documents entitled <u>GROUP 3014-SEWER & WATER GROUP 685</u> <u>& GROUP 3014-SEWER & WATER GROUP 770</u>, on file in the office of the City Clerk as Document No. <u>B-0033/B-00081/B-00410/B-00099</u>, as well as all matters referenced therein.
- 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 GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-SEWER & WATER GROUP 770, Bid Number K-13-5137-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 Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

# CONTRACT FORMS (continued) AGREEMENT

**IN WITNESS WHEREOF**, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, authorizing such execution.

#### THE CITY OF SAN DIEGO

#### APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

unch By:

Zony Heinrichs Director, Department of Public Works —

Date:

dio By

Print Name:\_\_\_ Pedro Do Lara. Deputy City Attorney

Date:\_\_ 5/14/13

CONTRACTOR

Marcil By<sup>ζ</sup> 10 0

Print Name: Marcelino E. Ortiz

Title: President

Date: 3/25/13

City of San Diego License No.: B1996008117

State Contractor's License No.: 602454

Bond No. SDIFSU0591895 Premium: \$25,465

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

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

Ortiz Corporation \_\_\_\_\_\_\_, a corporation \_\_\_\_\_\_\_, a corporation, as principal, and <u>International Fidelity Insurance Company</u> \_\_\_\_\_\_\_, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of <u>Three Million Four Hundred Eighty Thousand Nine Hundred Sixty Five Dollars</u> (S3,480,965.60) for the faithful performance of the annexed contract, and in the sum of <u>Three Million Four Hundred Eighty Thousand Nine Hundred Sixty Five Dollars</u> (S3,480,965.60) for the benefit of laborers and materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract <u>GROUP 3014-SEWER &</u> <u>WATER GROUP 685 & GROUP 3014-SEWER & WATER GROUP 770</u>, Bid Number <u>K-13-5137-DBB-3</u>, 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 I 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 (Rev. June 2011) Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

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

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

Dated March 25

2013

Approved as to Form and Legality

**Ortiz Corporation** 

Principal Βv Marcelino E. Ortiz

Printed Name of Person Signing for Principal

International Fidelity Insurance Company

Surety

Jan I. Goldsmith, City Attorney

By:

B Deputy City Attorney

Heinrichs

Director, Department of Public Works

By Bart Stewart, Attorney-in-fact

13400 Sabre Springs Parkway, Suite 245 Local Address of Surety

San Diego, CA 92128 Local Address (City, State) of Surety

858,513,1795 Local Telephone No. of Surety

Premium \$\_25,465

Bond No. SDIFSU0591895

Contract Forms (Rev. June 2011) Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770 26 | Page

# Tel (973) 624-7200

# 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 Pennnysylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

#### BART STEWART

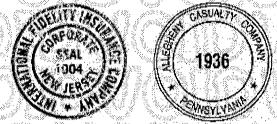
#### Encinitas, CA.

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, 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 such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution 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 12th day of March, 2012.



STATE OF NEW JERSEY County of Essex

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

On this 12th day of March 2012, 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.

Cathy Varguez

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Mar. 27, 2014

#### 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 25<sup>th</sup> day of March, 2013

MARIA BRANCO, Assistant Secretary

Maria H. Granco

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 03-25-13 before me, Laura Ashley Aceves, Notary Public

(Here insert name and title of the officer)

personally appeared Bart Stewart

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 the the the same in his her/their authorized capacity (ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

(Notary Seal)
PTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be
properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the
verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> </ul>
<ul> <li>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).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
notarization.
<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> </ul>
<ul> <li>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.</li> </ul>
• 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 this
<ul> <li>acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> </ul>

### **CONTRACTOR CERTIFICATION**

#### **DRUG-FREE WORKPLACE**

#### PROJECT TITLE: GROUP 3014-SEWER & WATER GROUP 685& GROUP 3014-SEWER & WATER GROUP 770

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

(Name under which business is conducted)

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

Signed Marcul Printed Name Marcelino E. Ortiz Title President

### **CONTRACTOR CERTIFICATION**

#### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

#### PROJECT TITLE: <u>GROUP 3014-SEWER & WATER GROUP 685& GROUP 3014-SEWER</u> <u>& WATER GROUP 770</u>

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

Optiz Corporation

(Name under which business is conducted)

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

Signed <u>Marchine</u> Printed Name <u>Marcelino</u> E. Title

# **CONTRACTOR CERTIFICATION**

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

#### PROJECT TITLE: <u>GROUP 3014-SEWER & WATER GROUP 685& GROUP 3014-SEWER</u> <u>& WATER GROUP 770</u>

I declare under penalty of perjury that I am authorized to make this certification on behalf of Oztiz Corporation, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 25 Day of March, 2013.	
A A	
Signed Marcilino E Onto	
Printed Name Marcelins E. Ortiz	
Title President	

# AFFIDAVIT OF DISPOSAL

WHEREAS, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

#### GROUP 3014-SEWER & WATER GROUP 685& GROUP 3014-SEWER & WATER GROUP 770 (Project)

as particularly described in said contract and identified as Bid No. <u>K-13-5137-DBB-3</u>; SAP No. (WBS/CC/IO) <u>B-00333, B-00081, B-00410, B-00099</u>; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this DAY OF, 2	2
----------------------	---

Contractor

by

#### ATTEST:

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

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared known to me to be the \_\_\_\_\_\_

Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

#### PHASED FUNDING SCHEDULE AGREEMENT

#### Check one:

	1
	 1

First Phased Funding Schedule Agreement

Final Phased Funding Schedule Agreement

# **NOTE:** <u>**THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM.</u></u> Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.</u>**

#### BID NUMBER:

#### K-13-5137-DBB-3

#### CONTRACT: <u>GROUP 3014-SEWER & WATER GROUP 685& GROUP 3014-SEWER &</u> <u>WATER GROUP 770</u>

#### CONTRACTOR:

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1				\$
	Additional phases to be added			
	<u>to this form as necessary.</u>			
			Total	\$

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CONTRACTOR	
By:	
Name:	
Title:	
Date:	
	By: Name:

#### -END OF PHASED FUNDING SCHEDULE SCHEDULE AGREEMENT-

#### SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

#### **STYLE OF SPECIFICATIONS**

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

#### **PART 1 – GENERAL PROVISIONS**

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

#### **1-2 TERMS AND DEFINITIONS.**

**Agency** – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

**Certificate of Compliance** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**Certificate of Compliance** – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

**Contract Documents** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bids, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

**Limited Notice To Proceed** – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

#### Notice of Completion (NOC) – ADD the following:

See California Civil Code section 9204. **Normal Working Hours -** To the City Supplement, ADD the following:

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

**Samples -** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

#### SECTION 2 - SCOPE AND CONTROL OF WORK

**2-1.2.2 Joint Venture Contractors.** To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

#### 2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOCP site at: http://www.sandiego.gov/eoc/pdf/cc10.pdf

**2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent 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 determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

#### 2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

**2-5.2 Precedence of Contract Documents.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**2-5.2 Precedence of Contract Documents**Error! Bookmark not defined. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for <u>Design-Build</u> contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for <u>Design-Build</u> contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for <u>Design-Build</u> contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

**2-5.3.1 General.** DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

# **2-5.4.1 General.** ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

# 2-5.4.2 Asset Specific Red-lines. To the City Supplement, item d), ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

ADD the following:

h) Slurry Seal and Asphalt Overlay Red-Lines: The Contractor shall clearly record on the City provided forms in MS Excel format the actual dates and quantity of each Bid item applied to each street segment and comments regarding each segment. The Contractor shall record reasons if no work is performed.

As-built Drawings shall be the responsibility of the Contractor.

# 2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

# 2-11 INSPECTION. ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

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

Other adjacent City project(s) is (are) scheduled for construction for the same time period in the vicinity of Euclid Ave, Belle Isle Dr., Thorn St., Isla Vista Drive. See Appendix "E" for approximate location. The Work shall be coordinated with the adjacent project(s) as listed below:

a) **Residential Project Block 7A UG, Residential Project Block 3HH UG**, James Bajet (619) 533-5112.

## ADD: 2-17 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.

1. <u>Prior</u> to the Award of Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism<sup>®</sup>, the City's web-based contract compliance portal at:

http://pro.prismcompliance.com/default.aspx.

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.

#### SECTION 3 – CHANGES IN WORK

**3-3.2.2 Basis for Establishing Costs.** To the City Supplement, item a) Labor, first and second paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at http://www.sandiego.gov/eoc/pdf/payrollreport.pdf to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

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

**4-1.3.1 General.** First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in <a href="http://www.sandiego.gov/development-services/industry/special.shtml">http://www.sandiego.gov/development-services/industry/special.shtml</a>

**4-1.5 Certificates of Compliance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**4-1.5 Certificates of Compliance.** DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**4-1.6 Trade Names or Equals.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
  - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
  - iii. All variations of the proposed substitute from the items originally specified will be identified.
  - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
  - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.

- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- 1) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

## **SECTION 5- UTILITIES**

**5-1 LOCATION.** To the GREENBOOK, Third paragraph, ADD the following:

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines.

# SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

**6-1.2 Commencement of Work.** To the GREENBOOK and City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

• Order of Commencement of Work.

The installation of the sewer mains for Sewer & Water Group 685 will commence only upon completion of the sewer mains installation and acceptance by the City for Sewer & Water Group 770.

6-1.4 Phased Funding. To the City Supplement, ADD the following:

This contract is subject to Phased Funding.

**ADD:** 6-1.8 Pre-construction Meeting. Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

# 6-7 TIME OF COMPLETION. ADD the following:

For the following streets, the total time allowed for the completion of Work shall not exceed  $\underline{10}$  Working Days per  $\underline{300'}$  of pipeline installation:

- 1. Euclid Ave
- 2. Belle Isle Dr
- 3. Isla Vista Drive

**6-7.1 General.** To the City Supplement, ADD the following:

d) If weather condition is suitable, the Contractor shall complete each street segment within 15 Working Days from the day the slurry seal or asphalt overlay is placed. Each completed segment shall include other incidental Work items e.g., weed abatement, damaged asphalt pavement replacement, asphalt patching, resurfacing, striping, markings, raised pavement markers, and inlet markers.

**ADD: 6-8.1 Completion.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.1 Completion.** The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

**6-8.2 Acceptance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.2 Acceptance.** Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

**6-8.3 Warranty.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.3 Warranty.** Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
  - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
  - 2. DWT Construction (requires manufacturer's warranty)
  - 3. LED signal modules (requires manufacturer's warranty)

- 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

**6-9 LIQUIDATED DAMAGES.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

# 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 this contract.

# ADD: 7-3.1 Policies and Procedures.

- a) You must procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or subcontractors.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) 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 this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) 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.

e) 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 this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

## ADD: 7-3.2 Types of Insurance.

#### 7-3.2.1 Commercial General Liability Insurance.

- a) 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.
- b) 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).
- c) 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.
- d) 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	\$2,000,000
Each Occurrence	\$2,000,000

# 7-3.2.2 Commercial Automobile Liability Insurance.

- a) 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 \$2,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- b) All costs of defense must be outside the limits of the policy.

#### 7-3.2.3 Commercial Pollution Liability Insurance.

- a) 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.
- b) 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.
- c) 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.

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

# 7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

- a) You must provide at your expense or require Subcontractor to provide, as described below Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- b) All costs of defense must be outside the limits of the policy. The deductible must not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you must be approved separately in writing by the City.
- c) For approval of the substitution of Subcontractor's insurance you must certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- d) 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. Occurrence based policies must be procured before the Work commences and must be maintained for the duration of this contract. Claims Made policies must be procured before the Work commences, must be maintained for the duration of this contract, 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 under this contract without advancing the retroactive date.
- e) 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 cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

# 7-3.2.5 Contractors Builders Risk Property Insurance.

- a) You must provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus15% to cover administrative costs, design costs, and the costs of inspections and construction management.
- b) Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.

- c) The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, you, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
- d) Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. You must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.
- e) Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. 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 cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**ADD:** 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 Eligible Surplus Lines Insurers (LESLI 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.

**ADD:** 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.

# ADD: 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.
  - 1. 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.

2. 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 the Contractor's 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.

# 7-3.5.3.1Additional 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 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 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.

**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 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

# 7-3.5.4.1 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 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 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.

**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.

# 7-3.5.5 Builders Risk Endorsements.

**7-3.5.5.1 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.

**7-3.5.5.2 Builders Risk** – **Partial Utilization.** If we desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, we will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.

**ADD: 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).** For contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), etc. by you) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require your Subcontractor keep in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.

- a) You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- b) If professional engineering services are to be provided solely by the Subcontractor, you must
   (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

# **7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

# 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.
- b) Limits for this insurance must be not less than the following:

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

c) By signing and returning this 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 will 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, DELETE item e) in its entirety.

The Permit to Work in Euclid Elementary School will be provided by the City to the contractor.

# 7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

Based on a preliminary assessment by the City, this contract is subject to WPCP.

# 7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

**7-10.1 Traffic and Access.** To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

**7-10.2.2 ENGINEERED Traffic Control Plans Provided by the Contractor.** To the City Supplement, ADD the following:

Engineered "D" size TCP shall be required for the following areas:

a) 46<sup>th</sup> Street, El Cajon Blvd., Orange Ave., Polk Ave., Thorn St., Euclid Ave.

**7-10.2.6 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing.** To the City Supplement, first paragraph, ADD the following:

For each street segment in addition to resurfacing and slurry sealing, the Contractor shall be posted "NO PARKING" for any required preparatory work such as, but not limited to, damaged asphalt pavement replacement (mill & pave), crack seal, and tree trimming.

**7-10.6 Traffic Plate Bridging.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A)	- Trench	Width /	Minimum	Plate Thickness
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Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 3/4" (44 mm)

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
  - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
  - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

**ADD:** 7-13.2 Fingerprinting. Contractor shall comply with California Education Code section 45125.1 requirements relating to criminal background review and clearance of contractor personnel performing work on public school premises and who may have contact with school pupils. Contractor shall require its employees and personnel providing services under its contract with City to submit their fingerprints to the California Department of Justice (DOJ). Contractor shall not permit any of its employees or personnel to perform services under the contract with City where such employees or personnel have not been convicted, or do not have criminal charges pending, of a felony defined in Education Code section 45122.1. Contractor shall provide written certification of such determination to the District's representative, 4860 Ruffner St. San Diego, CA 92111. Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims, injury, liability, judgments, awards, losses, and costs arising or resulting from, or claimed to arise or result from, Independent Contractor's failure to comply with the provisions of this paragraph or with the state law referenced herein.

**ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

**ADD: 7-21 ELECTRONIC COMMUNICATION.** The Contractor shall post all communications addressed to the Engineer concerning construction including RFIs, submittalsand transmittals to the Virtual Project Manager (VPM) website established for the Project. The Contractor shall maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule. The Contractor shall review and act on all communications addressed to the Contractor in the VPM project website. A user's guide to the VPM system is available on the City's website and will be provided to the Contractor at the preconstruction meeting. The payment for electronic communications shall be included in the various Bid items.

# SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

# PART 2 - CONSTRUCTION MATERIALS

# SECTION 207 – PIPE

#### **207-17.1 General**. ADD the following:

All House Connection Sewer Laterals shall use acceptable stainless steel shielded couplings manufactured by Mission, Fernco or approved equal.

**ADD: 207-17.2.3 Pipe Manufacturer.** Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

**207-26.1.1 Polymer Concrete Water Meter Boxes.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading "PUD WATER" as well as the manufacturer's name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1.952" in diameter, supported on a 2-thick rubber pad.

Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2" Only. To the City Supplement, DELETE in its entirety.

# SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

To the City Supplement, ADD the following:

The GREENBOOK, subsection 209-3.3, "Standards".

If there is a conflict among these specifications, Section 86 of the May, 2006 Standard Specifications, and the May, 2006 Standard Plans of the Caltrans, the Caltrans standards shall control.

## 209-6.4 Induction Cobra Head Luminaire.

**209-6.4.1 General.** Each luminaire shall consist of an assembly that utilizes induction light components as the light source subject to the following requirements:

- a) Operating Temperature: The luminaires shall be designed to operate at an average nighttime temperature of 70°F. The ambient operating temperature range shall be 30°F to +130°F. The fixture shall be capable, for example, when a photo cell fails, of operating without long term degradation at temperatures up to 150°F without compromising the warranty.
- b) UL Listing: Fixture shall include UL label. The fixtures shall be UL Listed, and UL listed for Wet Locations. The UL listing shall include the pole mounting assembly.
- c) Components: Induction components shall be interchangeable amongst similar wattages for common fixtures without requiring use of special tools. Troubleshooting components shall not require special diagnostic tools or individual energy usage metering systems.

#### 209-6.4.2 Electrical Requirements.

- a) Operating Voltage: The luminaire shall operate within one of two voltage categories (110 to 120 and 200 to 277) Volts AC (VAC). The fixtures shall be capable of operating in the range of voltages in each category. Fluctuations of line voltage within these categories shall have no visible effect on the luminous output. External Transformers are not permissible as components for the luminaire input voltage.
- b) Power Factor: Power supply should have a minimum Power Factor of 0.90.
- c) Harmonic Distortion: The total harmonic distortion shall not exceed 10%. An integral factory installed standard ballast is required that includes inherent thermal protection.
- d) In-Rush Current: The in-rush current shall be limited to 16 amps for 60 90 Watt and 28 amps for 150 165 Watt for duration no longer than 170  $\mu$ s. Leakage current shall not exceed 0.5 milliamps.
- e) Ignition Time: The ignition time for the lamps shall be less than 1.0 seconds.
- f) Surge Suppression: The luminaire on-board circuitry shall include Surge Suppression Devices (SSD) to withstand high repetition noise transients as a result of utility transients, and other interference. SSD shall conform to UL 1449 or UL 1283, depending on the components used in the design.

# 209-6.4.3 Controls.

- a) Photocell Receptacle: Each luminaire shall have a rotatable (so the window can be adjusted to the north) prewired 3-prong (twist-lock) ANSI C136.10 photocell receptacle
- b) Furnish a photo cell with each fixture. The photo cell shall have a silicon light sensor that complies with ANSI 136.1 0 1996, and have MOV surge protection. The photo cell shall have a minimum four year warranty. The photo cell shall fail in the "on" control. It shall be capable of inverse ratio controls. It shall be suitable for roadway applications. The photo cell shall be American Electric Lighting model number DP 124-1.5-T-J-BK or approved equal.

#### 209-6.4.4 Interference Requirements.

a) Radio Frequency Interference (RFI) Requirements: Power supplies shall meet FCC 47 CFR Part 18.

**209-6.4.5 Cooling System.** Thermal management of the heat generated by the induction components shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life of more than 100,000 hrs at specified operating temperature range and climate zone.

- a) Light Output Variation: The light output variation shall not deviate greater than 15% over 40°F to +130°F operating temperature variation.
- b) Thermal management: shall be passive by design and shall consist of a heat sink with no moving mechanical parts or liquids.

# 209-6.4.6 Roadway Application Requirements and Optical Assembly.

- a) Correlated Color Temperature (CCT): CCT shall be 3000 or 4000 Kelvin depending on location and as indicated on the Plans.
- b) Color Rendering Index (CRI): Luminaires shall have a minimum CRI of 80.
- c) Optics: The luminaire shall conform to the Illuminating Engineering Society (IES) definition of "cut-off", with no illumination above an angle of 90 degrees above the nadir. The fixtures shall be International Dark-Sky Association (IDA) compliant with RP-8, adapted 2005. Submittal documentation shall include "Dark Sky" compliance.
- d) Reflector Assembly: The reflector shall be precision formed aluminum with heat/impact resistant tempered flat glass protecting the interior. The interior reflector shall have a chemically bonded lightweight non-breakable silicate coating and a nonporous surface that maintains a bright specula finish, inhibits the accumulation of dirt, and promotes ease of cleaning. Cleaning may be accomplished with the application of compressed air to remove foreign materials such as dust to restore the reflectance. The reflector assembly shall have a charcoal air filter with integral felt gasket, or equivalent air-quality filtering system, to inhibit entry of particulates into the interior reflector assembly to mitigate dirt depreciation. The reflector assembly shall confirm to ASTM B117-09 test procedure i.e., 50,000 hours of exposure to salt fog testing.

# 209-6.4.7 Physical/Mechanical Requirements.

- a) Luminaire Fixture: The luminaire shall be a single, self-contained device, not requiring onsite assembly for installation. The power supply for the luminaire shall be integral to the unit.
- b) Maximum Dimensions: 36" long by 19" wide by 12" tall.
- c) Weight: Luminaire shall not weigh more than 35 pounds.
- d) Assembly Housing: The housing shall be primarily constructed of die cast aluminum, or steel; corrosion resistant paint. Finish shall be gray in color, powder coated and rust resistant. The fixture openings and doors shall be sealed and gasketed. The components within the fixture assembly shall be easily accessible with a two-piece hinged door separable from the upper assembly. The lower door shall be removable. All screws shall be stainless steel. Captive screws are required on accessible components that require maintenance after installation. No parts shall be constructed of polycarbonate unless it is UV stabilized. Lens discoloration shall be considered a failure under warranty.
- e) Generator Compartment Requirements: Provide a separate generator compartment, easily accessible with a "plug and receptacle" type conductor so that the generator can be easily removed from the fixture and remain attached to the fixture i.e., using a lanyard or restraining device to avoid having the generator falling out. The power door shall be hinged and secured to the luminaire housing separately from the optical chamber. The door shall be secured to the housing in a manner to prevent the door from accidentally opening. The power supply shall be electrically connected to the power door with a NEMA rated quick disconnect device.
- f) Access: Provide easy access to internal components. Include an external latch capable of being operated with one hand. No internal components shall fall out when the lower door assembly is opened. Seams shall be CNC formed and TIG welded.

# g) Lens Requirements: The lens shall be tempered glass <sup>1</sup>/<sub>4</sub>" thick lens, or approved equal with gasketed door.

- h) Mast Arm Mounting Connection Requirements: Luminaires shall mount on min 1-5/8" OD to max 2-3/8" OD horizontal tenon with no more than four 9/16" hex bolts and a 2-piece clamp(s). Luminaire leveling capability shall be integral to the fixture. Multiple mounting angle adjustments shall be provided to adjust the level of the fixture +/- 4 degrees from the horizontal.
- i) Mechanical Requirements: The assembly and manufacturing process for the induction luminaire shall be designed to assure all internal components are adequately supported to withstand mechanical shock and vibration from winds.

Ingress Protection (IP) Rating: Optical assembly shall have a minimum rating of IP-65, The exterior shell shall have a minimum IP rating of 54.

Terminal Block: Field wires connected to the luminaire shall terminate on a barrier type terminal block secured to the housing. The terminal screws shall be captive and equipped with wire grips i.e., serrated strips on the terminal for conductors up to #6 AWG wire size. Each terminal position and conductor phase designation i.e., neutral, phase ground conductor shall be clearly identified.

- j) Components: All components, including circuit boards, shall conform to Chapter 1, Section 6 of the "Transportation Electrical Equipment Specifications" (TEES) UL 1598, and ANSI C 136 requirements.
- k) Painting: Powder coat painting of the housing shall conform to the requirements of the Caltrans Standard Specification. Applied coating shall be free of lead and mercury. Fixture components shall be modular in design and recyclable.

# 209-6.4.7 Luminaire Identification.

- a) Identification: Each luminaire shall have the manufacturer's name, trademark, model number, serial number, date of manufacture including month and year, and lot number as identification permanently marked inside each unit and the outside of each packaging box.
- b) Identification: The wattage, voltage and CCT rating of the luminaire shall be able to be detected visibly from an observer standing at ground elevation at the base of the pole.
- c) Identification of Operating Characteristics: The following operating characteristics shall be permanently marked inside each unit: rated voltage and rated power in Watts and Volt-Ampere, and Luminaire Efficiency Rating (LER).
- d) Lamp Identification: Lamps shall be permanently marked with the correlated color temperature (CCT) rating in Kelvin, color rendering index (CRI), and wattage.

**209-6.4.8 Photometric Documentation.** IES Files: Submittals shall include an IES files for each fixture type. Submittals shall include photometric iso-foot candle diagram for a 30' mounting height for each fixture type, and a point to point diagram with uniformity calculations that identify maximum to minimum illumination ratio.

**209-6.4.9 Quality Assurance.** Luminaires shall be manufactured in accordance with ISO9001. Manufacturer's Warranty Certificate:

a) Provide manufacturer's Certification of Warranty for a minimum of 10 years. Warranty shall include all components of the luminaire and labor cost for replacement.

b) The Manufacturer shall provide documentation verifying that the induction luminaire model(s) being offered for this procurement are covered by the 10 year warranty.

# **SECTION 216 – DETECTABLE WARNING TILES**

**216-1.2 Materials.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

# PART 3 – CONSTRUCTION METHODS

#### **SECTION 302 – ROADWAY SURFACING**

**302-1.9 Traffic Signal Loop Detectors.** To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Traffic detector loops shall be reinstalled prior to resurfacing of the related street within 15 days from completion of all preparatory work including milling, cutting and grinding. The Contractor shall contact the City of San Diego's Street Division, Traffic Signal Maintenance at 619-527-8052 north of Interstate 8 or 619-527-8053 south of Interstate 8 to request loop layout.

**302-4.1 Material.** DELETE in its entirety and SUBSTITUTE with the following:

Material shall be Rubberized Emulsion-Aggregate Slurry (REAS) in accordance with 600-3.2 "Materials."

**ADD:** 302-5.2 Pavement Restoration Adjacent to Trench. Pavement restoration adjacent to trench shall include the replacement of existing pavement adjacent to the proposed trench and outside the trench limits, that was previously broken or displaced.

Prior to the commencement of the Work, the Contractor shall meet with the Engineer and determine the limits of the pavement to be replaced. If the Contractor does not meet with the Engineer before removing the pavement, all replacement outside the limits of the proposed trench resurfacing shall be at the Contractor's expense.

Existing pavement shall be removed in accordance with Section 300-1.3.2. Prior to pavement restoration, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION." If any existing unsuitable subgrade as determined by the Engineer is encountered, it shall be replaced with imported backfill in accordance with 306-1.3.7, "Imported Backfill" prior to preparation.

**302-5.2.1 Measurement and Payment.** Payment for pavement restoration adjacent to trench will be made on a square foot basis as shown in the Bid in accordance with 302-6.8, "Measurement and Payment" for concrete streets or 302-5.9 "Measurement and Payment." Unless Bid includes separate Bid item(s), the following shall be included in the payment for pavement restoration adjacent to trench:

- a) saw-cutting existing edges,
- b) removal and disposal of existing pavement,

- c) subgrade preparation including imported backfill material,
- d) form work,
- e) placement, curing, and protection of new pavement, and
- f) placing full depth AC per CSDSD SDG-107-Type "A".

**302-6.1 General.** To the City Supplement, Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Prior to placing concrete, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION."

If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced in accordance with 300-2.2, "Unsuitable Material."

**302-6.8 Measurement and payment.** To the City Supplement, DELETE in its entirety.

**302-13.4 Application.** To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5" on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections or other areas shall be removed prior to the end of the Working Day.

**302-13.5 Payment.** Payment for Crack Sealing including weed spray, cleaning, and sealing shall be included in the Bid item for Crack Seal unit price per pound. Payment for the weight of crack seal shall be obtained from daily Certified Weighmaster Certificates. The Contractor shall also present daily Weighmaster Certificates for the amount of such material remaining unused at the completion of the work at no cost to the Agency. Payment will be determined by deducting the amount of the unused material from the total amount of material delivered.

# SECTION 303- CONCRETE AND MASONRY CONSTRUCTION

**303-5.10.2 Payment**. To the City Supplement, 2<sup>nd</sup> paragraph, DELETE in its entirety and SUBSTITUTE the following: Additional concrete sidewalk and curb quantities *beyond the 15'-0*" will be paid for in accordance with the Contract unit price for additional curb and additional sidewalk.

# SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

**306-1.2.14 Thrust Blocks and Anchor Blocks.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

At least 10 Working Days prior to construction of thrust blocks and anchor blocks for 16" and larger water mains, the Contractor shall excavate via potholing and expose the soil to the depth of the proposed water main at locations approved by the Engineer. The Engineer will confirm the design when shown on the Plans or will provide the design details within 10 Working Days after the Engineer has observed the exposed Site.

If there are conflicts with adjacent utilities that prohibit the installation of the concrete blocks, the Contractor shall immediately notify the Engineer.

**306-1.4.8 Televising Sewer Mains and Storm Drains.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

# ADD: 306-1.4.8 Televising Sewer Mains, Sewer Laterals, and Storm Drains.

**306-1.4.8.1 General.** The Contractor in coordination with the Engineer shall televise new sewer mains and storm drains, rehabilitated existing sewer mains when performing parallel replacement to locate existing laterals, and existing sewer pipe segments and laterals after the cleaning process and prior to commencing rehab work. The Contractor shall provide the video records with compressed audio in digital file format on digital video discs (DVD's).

**306-1.4.8.2 Submittals.** The Contractor shall make several submittals during construction as follows:

- a) The Contractor shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality to be provided for acceptance by the Engineer. This submittal shall note any proposed changes to the specification listed below regarding video format, data processing, compression or other conditions for review and approval by the Engineer.
- b) When televising existing mains proposed to be replaced, the Contractor shall provide the televising DVD(s) and a red-lined set of Plans showing the location of the existing laterals to the Engineer before constructing the new sewer mains. Service lateral video inspection shall be submitted on a separate DVD.
- c) Post Cleaning Videos prior to rehabilitation of mains The Contractor shall televise the sewer pipe segments after the cleaning process has been completed and prior to commencing rehabilitation work. If point repairs are necessary, the Contractor shall identify the location of the proposed point repairs and submit the post cleaning video within 5 Working Days of completion of the segment cleaning and at least 5 Working Days prior to commencing the rehab work to obtain prior approval by the Engineer. The Engineer will review each video submittal within 10 Working Days of receiving submittal. Each video submittal shall be limited to 20 segments. The post cleaning video for the remainder of the mainline segments shall be submitted in accordance with 2-5.3, "Submittals."
- d) Post Cleaning Videos for rehabilitated laterals or lateral launch videos The Contractor shall televise the lateral segments after the cleaning process has been completed and prior to commencing any work on laterals. The post cleaning video for service lateral launch shall be submitted within 5 Working Days of segment cleaning. The Engineer will review each video submittal within 10 Working Days of receiving each submittal. Each DVD submittal shall be limited to 20 segments. The video inspection shall include inspection of service lateral a minimum of 30' in length from the mainline or up to the property line unless an obstruction is encountered.

If the property line clean-outs are not known to exist, service lateral video may be obtained with camera equipment designed to launch into the service lateral from the mainline or access from the private property with homeowner's permission. Each service lateral shall be identified by the Facility Sequence Number (FSN) of the mainline (when FSN are included in the Contract Documents) and the address of the property which it serves. Failure to comply with these specifications may result in one or more of the following:

- i. A delay of the review and approval of the submittal(s).
- ii. Delay in progress payments.
- iii. Require the Contractor to re-televise the pipelines at no cost to the City.
- e) Final Televising, Post-Rehabilitation Videos and Red-lines New sewer mains shall be inspected by CCTV and recorded on DVD not less than 22 working days after completion of permanent trench restoration and finished grading, but prior to final resurfacing. The Contractor shall review the DVD for any discrepancies or deficiencies in the installation of the pipe or liner. The Contractor shall notify the Engineer at least 30 Working Days in advance of the anticipated date that Acceptance will be requested. If the specified advance notice is not given, Acceptance and bond release may be delayed.
- f) Ten Working Days shall be allowed for the Engineer to review each individual video disc of each and every reach documented on that particular videodisc. In the event that any deficiencies are discovered by the Engineer or City, either by the Contractor's televising or the City's re-televising, 5 Working Days shall be allowed for City to judge whether the

deficiencies or sags are repairable, in place. If the judgment is made that the deficiencies are non-repairable in place, the affected portion(s) shall be reconstructed at no cost to the City. The Contractor shall not be entitled to Contract Time extension due to delays resulting from correcting deficiencies or sags as determined by televised inspections.

i. The City reserves the right to re-televise any new sewer main after the placement of permanent trench restoration and before final acceptance to determine the existence and extent of any foreign material or obstructions such as cement grout, wood, rocks, sand, concrete, or pipe fragments, and any structural deficiencies, or sags precipitated by the permanent trench restoration operations or other items of Work.

Post-rehabilitation videos shall be submitted within 30 days of completion of the Work. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service lateral and connection seals. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments. Failure to deliver the submittal(s) within the time identified or if a total of more than 20 segments are submitted in a single video may result in one or more of the following:

- 1. A delay of the review and approval of the submittal(s).
- 2. Delay in progress payments.
- 3. Require the Contractor to re-televise the sewer main segments.

**306-1.4.8.3 Video Operator Qualifications.** The video operator shall have at least 1 year of experience with a project of a similar nature within the last 3 years.

**306-1.4.8.4 Equipment for Televising.** Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe or storm drain for all conditions encountered during the work. The equipment shall be capable of televising the entire length from manhole to manhole in one direction. When televising storm drains/sewer mains the camera shall be capable of scanning the joints for 360 degrees.

If necessary, the Contractor shall provide a self-propelled camera, capable of extended videotaping lengths and operation in remotely accessed areas without direct vehicular access. The system used to move the camera through the pipe shall not obstruct the camera's view. The remote-reading footage counter device which measures the distance traveled by the camera in the pipe shall be displayed on the television monitor and shall be accurate to plus or minus 1' (0.3 meters) in 1000' (300 meters) (+0.3m:300 meters). The Contractor shall calibrate the measuring device each day with a known distance to the satisfaction of the Engineer prior to starting the inspection and videotaping process.

# **306-1.4.8.5** Televising Procedures.

- a) The Engineer shall be notified a minimum of 2 Working Days in advance of televising. The entire televising inspection process shall be done in the presence of the Engineer.
- b) The Contractor shall clean the sewer mains prior to televising as necessary to adequately perform the video recording operations.
- c) The camera shall be moved through the sewer at a uniform rate, stopping when necessary to ensure proper documentation of the condition of the sewer line but in no case shall the television camera be pulled at a speed greater than 30' (9 meter) per minute. The camera shall be moved by means of power cable winches or self propelled tractors at each manhole, and rotating the camera head at each lateral connection, defect, or both to allow for adequate evaluation. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a measuring device. Footages

shown on the DVD(s) shall coincide with horizontal lengths from stationing as shown on the plans. Footage measurements shall begin at the centerline of the upstream manhole or storm drain access point, unless permission is given by the Engineer to do otherwise. Both pre and post video inspections shall be submitted to the Engineer.

- d) Televising shall be done in one direction for the entire length between manholes. Each section shall be isolated from the remainder of the storm drain or sewer line with the upstream sewage flow bypassed as required. Sufficient water shall be supplied to the isolated section to cause drainage reaching the downstream manhole prior to televising. If existing flows are high, preconstruction video inspection can be done with partial flow. Depth of the flow shall not exceed:
  - i. 6" 10"(150 mm. 250 mm) pipes 20% of the pipe diameter.
  - ii. 12" 24" (0.3 meters 0.6 meters) pipes 25% of the pipe diameter.
  - iii. 27" (0.7 meters) and up pipe 30% of the pipe diameter.
- e) The Contractor shall televise the pipeline with maximum flow diverted from the pipeline. In the event that the existing flow is interfering with the video operation, a bypass shall be performed by the Contractor to lower the flow volume sufficiently to allow for a clear video picture.
- f) Obstructions may be encountered during the course of the internal inspection that prevents the travel of the camera. If an obstruction is not passable, the Contractor shall withdraw the equipment and begin internal inspection from the opposite end of the sewer reach. Should an additional obstruction be encountered after employment of the equipment from the opposite end of the sewer and no means are available for moving the television camera past the obstruction, the Contractor shall notify the Engineer, and the inspection shall be cancelled or postponed until the obstruction is removed. The Contractor shall remove the obstruction by excavation, repair or any other means approved by the Engineer, at no additional cost to the City.

After the obstruction has been removed, the Contractor shall continue with the CCTV inspection. A reverse setup, if necessary, shall be performed by the Contractor at no additional cost to the City. Should the camera get stuck in the sewer, the Contractor shall be responsible for all costs involved in extracting it. Costs related to difficulties encountered during internal television inspection are incidental to the Contract and claims, therefore, will not be considered.

- g) Defects such as offset joints, cracks in the pipe, and inflow shall be pointed out, quantified verbally, and projected on CCTV video disc. The Contractor shall use the standard owner's video disc introduction, abbreviations, log sheet forms, and severity code with legend when recording the line segment information. The Contractor shall notify the Engineer of any additional damage found and obtain prior approval from the Engineer for additional point repairs.
- h) Original DVD shall be submitted to and shall become the property of the City. DVD's will be reviewed by the Engineer for focus, lighting, sound, clarity of view, and technical quality. Videos recorded while a camera has flipped over in the process of traveling and the viewing of laterals, obstructions or defects that are blocked by cables, skids or other equipment will not be accepted. Sharp focus, proper lighting, and clear distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video disc by the Engineer. Video recordings, if unacceptable to the Engineer, shall be repeated at no additional cost to the City.
- i) The City reserves the right to re-televise any reach of the pipeline following the cleaning, pipe installation and rehabilitation activities, but before Acceptance, to determine the existence and extent of any foreign material or obstructions such as cement grout, wood, rocks, sand, concrete, or pieces of pipe, and any structural deficiencies, or sags preventing the completion of the Work.

- j) Final CCTV. The Contractor shall clean the line with high pressure water jetting equipment and a sewer ball prior to performing mandrel, air test or both, or as specified by the Engineer. For the final video inspection, the City will require a dry pipe. During the post-video inspection, the camera shall stop at each lateral connection, focus on the bottom of the opening and then make one slow clockwise observation around the perimeter of the lateral which clearly shows the quality of the connection. If the Contractor fails to properly show and document any of the lateral openings, the Contractor will be required to re-televise that section of pipeline at no additional cost to the City.
- k) The Contractor shall not be entitled to any additional contract time due to delays resulting from the need to correct any deficiencies, either repairable or non-repairable, in place, as determined by televised inspections.

**306-1.4.8.6 DVD and Final Report Requirements.** The Contractor shall provide all video with audio in digital file format on DVD's. Audio and written documentation shall accompany all DVD(s) submitted to the Engineer.

- a) DVD Requirements
  - i. One file shall be provided for each manhole to manhole pipe segment or for each manhole to manhole inspection video.
  - ii. The filename shall incorporate the unique facility identifier provided by the City and the date of the inspection. The facility identifier numbers will be manhole numbers, with adjacent manhole numbers identifying pipe sections. The facility identifier number(s) shall be compatible with the data input features of the reporting software i.e., number of available input digits, fields, or both.
  - iii. DVD recordings shall be in color and in MPEG2 format. The minimum video bit rate shall be 4.7 Mega bits per second (Mbps) and minimum audio bit rate shall be 128 Kilo bits per second (Kbps). Out-of-focus video recording or low quality and blurred pictures due to steam or smudged camera lens, or portions thereof, shall be cause for rejection of the video recording.
  - iv. The camera source image capture shall provide a high resolution image with a minimum of 640x480 pixels capture. The video shall be at 30 frames per second.
  - v. The video will be captured and compressed so as to reduce file size as much as possible while still meeting the needs of the City. The compression shall be in accordance with MPEG2 format. The video files shall be highly compressed, resulting in an anticipated average file size of maximum 10 MB per minute of video.
  - vi. 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.
  - vii. During post-installation CCTV inspections, the Contractor shall utilize one of the following video camera systems: a rotating-lens camera (articulating head) or a pan and tilt camera.
  - viii. The Contractor shall use a dual recording system and submit post video inspection discs to the inspector, subsequent to recording.
  - ix. The Contractor shall ensure visibility and lighting with minimum glare and without any dark or shadowy regions appearing on the final video disc.

The Contractor shall pan and tilt the camera and pause for at least 15 seconds at each lateral connection to adequately show and document that the saddle has been installed properly for new installations and that the lateral opening has been reestablished for rehabilitation and lining in accordance with 500.1.1.7.a, "Miscellaneous."

- x. The television camera shall produce a continuously-monitored high-quality picture, capable of discerning all major and minor structural defects in the pipeline. The post-installation CCTV inspection will document all defects which may affect the integrity or the strength of the pipeline, such as cracks, roughness, fins, or folds. The Contractor shall repair or replace all defects, at no additional cost to the City, which in the opinion of the Engineer may affect the hydraulic condition of the pipe liner.
- xi. Each DVD submittal shall include the following:

#### Visuals

- 1. Adequate view of the upstream and downstream manholes or storm drain access points. The direction of the survey upstream or downstream.
- 2. A pause at and zoom in on the lateral connections for at least 15 seconds for identification of the condition of the connection.
- 3. A pause at and zoom in on the indentified defects sufficient for identification of the type of problem.
- 4. Identified fault conditions or defects, see Appendix for Standardized City Condition and Defect Codes.
- 5. Each pipe section shall be identified by FSN, manhole numbers and the street name. If shown on the Plans, station numbers and sheet numbers shall also be identified.
- 6. A continuous read-out of the camera distance from the starting manhole to the end point at all times.
- 7. Pipe size.
- 8. Pipe or liner material, see Appendix for Material Description and Code.

# <u>Audio</u>

- 1. Date of CCTV inspection.
- 2. Confirmation of each section to be CCTV inspected i.e., narrative of manholes, storm access points or station numbers, or FSN's and direction upstream or downstream.
- 3. Description of pipe size lined on post and final videos, material liner type for post and final videos and pipe joint length.
- 4. Description and location of each defect.
- 5. Description and location of each service connection.
- 6. Include brief but informative comments on data of significance, including, but not limited to, the locations of unusual conditions, type and size of connection, collapsed section, the presence of scale and corrosion, and other discernible features.

# Written Documentation

- 1. Date of CCTV inspection.
- 2. Printed labels on DVD number, location information, date of inspection, and other descriptive information.
- 3. Location, size, material, and length of pipe.

- 4. Direction of flow and measurement "From" manhole or storm drain access point or station number "To" manhole or storm drain access point or station number or FSN.
- 5. File numbers itemizing individual segments.
- 6. Sketch showing the street and cross streets where the CCTV inspection was made.
- 7. Description and location of each defect or deficiency and a list of all proposed repairs.
- 8. Description and location of each connection.
- 9. A menu which lists files for each pipe section to be inspected and the date of the inspection.
- b. Final CCTV inspection reports
  - i. The Contractor shall provide reports of final inspection results of pipeline televising and conditional assessments utilizing a MS Access database reporting software.
  - ii. This information shall be in tabular form, and include but not be limited to the following information: pipeline run from upstream to downstream manhole, location of defects in feet from upstream manhole, description of the defect, and other pertinent information. The reports shall also show all service lateral connection locations. The inspection reports shall incorporate and utilize a standardized City's rating system to be provided for comprehensive evaluation of pipeline, manhole condition, or both, i.e., a standardized listing of facility condition and defect codes. Pipe condition and fault information tied to pipe location shall also be recorded in the Report.
  - iii. The file naming convention for video files consists of 32 characters, including the extension. The structure includes the following: "(field book page start)-(manhole ID start)-(field book page end)-(manhole ID end)-(hhddmmyy).wmv" where the field book pages and manholes IDs are 4 characters in length and hhddmmyy signifies the hour, day, month and year of the inspection, respectively. An example filename may be "F18S-0045-F18S-0046-14150604.wmv".
  - iv. See Appendix for televising inspection pipe database structure, table formats and standardized city condition, defect codes and digital video filename. Final reports shall follow these requirements.

# **306-1.4.8.7** Tolerances.

- a) For underground sewer or storm drain conduit installations, the maximum operational tolerance for sag shall be 1/2". When televised inspection is used to check for sag, a calibrated 1/4" diameter steel bar, mounted in front of the camera, shall be used to measure the depth of sag.
- b) For rehab work, tolerances shall be in accordance with 500-1.4.9, "DEFECT TOLERANCES".
- c) If the Engineer determines that the deficiencies or sags are non-repairable in place, the affected portion(s) shall be reconstructed in accordance with 6-8, "COMPLETION, ACCEPTANCE, AND WARRANTY."

**306-1.4.8.8 Payment.** The payment for cleaning and televising sewer mains or laterals and storm drains shall be included in the unit price Bid items for cleaning and televising sewer mains and storm drains, televising sewer mains for final acceptance, or lateral launch videos. If a Bid item has not been provided, the payment shall be included in the payment for the proposed pipe.

**306-1.6 Basis of Payment for Open Trench Installations.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The unit price bid for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, and specials shown on the Plans; the removal or restoration of interfering portions of existing sewers, storm drains, and existing improvements as shown on Plans;

the closing or removing of abandoned conduit and structures; the excavations of the trench; the control of ground and surface waters; the preparation of subgrade; placing, joining and testing pipe; backfilling the trench; permanent resurfacing; disposal of excess excavation; temporary resurfacing when not a Bid item; and all other work necessary to install the pipe or conduit, complete in place.

Third paragraph, after the word "backfill" ADD: "disposal of all excess excavation,"

ADD the following:

- a) The Unit Price bid for thrust and anchor blocks shall include the payment for the thrust blocks and anchor blocks for water main 16" and larger.
- b) Thrust blocks and anchor blocks for water mains 12" and smaller shall be included in the Bid item for water mains.
- c) Payment for subsurface investigations e.g., potholing for thrust blocks and anchor blocks for water mains 16" and larger shall be included in the Bid item for water main.
- d) Payment for meter assembly shall be included in the various Bid items unless a pay item has been provided for Meter Assembly. The concrete pad, fence, gate, associated piping, and coordination with City Forces shall be included in the payment for the meter assembly.
- e) Payment for valves, fire hydrant assembly and marker, fire service assembly, fire service connection, and backflow preventer shall be included in the unit price Bid items for Valves, Fire Hydrant Assembly and Marker, Fire Service Assembly and backflow preventer, Fire Service Connection, and Backflow Preventer.
- f) Removal of existing Fire Hydrant and all appurtenant work shall be included in the Bid item for Fire Hydrant and Assembly and Marker.
- g) Payment for underdrains shall be included in the unit Bid item for "Underdrains."
- h) The quantity of filter fabric to be paid for will be measured in square yards of the area covered, not including additional fabric for overlap. The quantity of permeable material to be paid will be measured by tons.

**306-1.7 House Connection Sewer (Laterals) and Cleanouts.** To the City Supplement, 2<sup>nd</sup> paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Laterals shall be replaced and shall include a cleanout at property line. Lateral connections at the property line shall be made with stainless steel shielded couplings. The Plans show the approximate location of the laterals. Connections at the main shall be made using a "wye" cut-in. Saddle connections shall not be permitted.

The contractor should hire an Arborist to be present during the installation of the sewer lateral for 3225 Isla Vista Drive.

**ADD: 306-13.2 Pipe Separations.** Pipe installation shall be in compliance with the State's health standards for separation and the following:

- a) The Contractor shall notify the Engineer immediately if sewer and water pipes, whether existing or proposed, are found to be closer than 4' horizontally or 1' vertically.
- b) When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8' outside the sewer main crossing on both sides.
- c) When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10' of the sewer main crossing on both sides.
- d) When a proposed sewer main is installed above an existing water main, no connection joints shall be within 10' outside the water main crossing on both sides.

- e) When a proposed sewer main is installed below an existing water main, no connection joints shall be within 4' outside the water main crossing on both sides.
- f) Dimensions shall be measured from outside pipe wall to outside pipe wall.
- g) If 1' vertical separation cannot be maintained between proposed and existing utilities, 6" 11" sand cushion per 200-1.5, "Sand" and 1" neoprene pad shall be installed as shown on Plans. The neoprene pad shall be 1" thick and wide enough to extend a minimum of 6" horizontally beyond the outside pipe wall. Neoprene pads shall have hardness between 50-70 durometers, as manufactured by Hoffmeyer Company, Industrial Rubber Supply, or approved equal. The neoprene pad shall be installed immediately below or on top of the existing utility. The sand cushion shall be placed between the neoprene pad and the proposed pipe.

**306-13.3 Utility Crossings.** To the City Supplement, DELETE in its entirety.

**306-14 WATER SERVICES.** To The City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**ADD:** 306-14 WATER SERVICES. Each service shall have its own meter unless specified otherwise on the Plans. Water Services shall conform to 207-25, "POLYVINYL CHLORIDE (PVC) PRESSURE PIPE" and 207-26, "PIPE APPURTENANCES."

# SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

**307-2 Payment.** To the City Supplement, ADD the following:

Payment for Induction Cobra Head Luminaires shall be included in the bid price for street lights unless a separate Bid item unit cost has been provided for "Induction Cobra Head Luminaire."

## PART 7 – WATER WORKS

# SECTION 700 – WORK INVOLVING THE CITY FORCES

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

# 700-1 CITY FORCE WORK.

#### 700-1.1 General.

- a) This subsection covers items of Work that involve coordination with and the services provided by the City Forces. The Contractor shall provide those services that are typically provided by the City Forces, in accordance with the applicable Specifications here if:
  - 1. additive alternates are awarded, or
  - 2. those services are shown on the Plans or in the Bridging Documents.
- b) The City Forces or the Contractor will be responsible for providing the residents with water service, by means of high-lining (i.e., temporary above ground supply lines), during construction as shown on the Plans.
- c) Only City Forces will isolate the water system, and perform all shutdowns by closing valves on water mains. Trial shutdowns will be performed by the City at all shutdown locations.
- d) The City's Public Utilities Department, (619) 527-7423, shall be notified by the Contractor 20 Working Days prior to beginning of Work that involves high-lining, cutting and plugging of, or making connection to the exiting water mains. The beginning of the Work shall be scheduled at the pre-construction meeting. The City is responsible for cost of the City Forces work. The Engineer will coordinate all interactions between the Contractor and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations.
- e) The Work shall be done in accordance with the applicable AWWA standards and State Department of Public Health codes.

f) The Contractor shall reconnect existing fire services and fire hydrants, after the acceptance of the new water main. The Contractor shall re-energize fire services and shall coordinate the Work with the property owner(s). The Contractor shall reconnect water services to the meters.

# 700-1.2 High-lining.

# 700-1.2.1 High-lining by the City Forces.

**700-1.2.1.1 Furnishing Materials.** If required in the Contract Documents and a separate Bid item is provided for Contractor furnished materials for City Force's highline work, the Contractor shall furnish the necessary materials for the City Forces' highline work as shown on the Plans to the City. The Contractor shall coordinate closely with the City Forces for the delivery of materials. The delivery location for furnished materials shall be determined by the City Forces. No materials shall be delivered to the City until the City Forces are ready to construct their work. Unless otherwise specified in the Contract Documents, the City will retain the high-lining materials at the end of construction if the City performs the high-lining.

**700-1.2.1.2 High-Lining Removed by the Contractor.** If the City Forces are not available to remove the high-lining materials, the Engineer will direct the Contractor to pickup and deliver all the City high-lining materials to Water Operations Division at: Chollas Station, 2797 Caminito Chollas, San Diego, CA 92105.

The City's Water Utilities coordinator, (619) 527-7423, shall be contacted by the Contractor 5 Working Days before delivery of the high-lining material. After removal of high-lining materials, the Contractor shall repair all trenches created for the installation of the high-line and remove all excess temporary resurfacing materials. No high-lining materials shall be removed until the City Forces have disconnected the high-line from the water system.

**700-1.2.1.3 Payment.** The payment for the furnished material for the City Force high-line work shall cover materials (i.e., fittings, valves, and hardware) including delivery and unloading. The Contractor will be paid under the Bid item for "Contractor Furnished Materials for the City Forces High-line Work."

If the Contractor requests the City Forces to high-line in excess of what is shown on the Plans, those costs for high-lining will be borne by the Contractor and billed to the Contractor. Costs will be billed at the current hourly rates (loaded) according to the schedule available for the Public Utilities Department.

If high-lining by Contractor is awarded under "Additive Alternate," payment for high-lining removed by Contractor shall be included in the unit price bid for "High-lining by the Contractor". Otherwise, if the City Forces install the high-line system and the Contractor is requested to remove the highlining and deliver at the City designated location, payment shall be in accordance with the unit price bid for "High-lining Removed by Contractor" in the base Bid.

**700-1.2.2 High-lining by the Contractor.** When required, the Contractor shall bypass sections of the existing water main line with a temporary above-ground supply line (high-line) as shown on the Plans and in phases shown on the Schedule.

- a) The Contractor shall furnish all high-line materials.
- b) The Contractor shall provide the Engineer a schedule for the high-line work at least 20 working days prior to work required by the City Forces (e.g., connections or disconnects).
- c) Contractor shall phase the Project such that all structures in the area are within 1,000 feet of an active fire hydrant, measured using streets, private roads, or other routes driven by emergency vehicles. Phases are required so that the high-line provides sufficient water pressure to affected properties.
- d) The Work includes shutoff valves at intersections to isolate sections of the high-line if there is a leak or break to minimize the water service shutdowns.

- e) The high-line system shall have a dual feed and provide continuous full service to connected water services until the new water main line is installed and in operation. The Work shall be coordinated, scheduled, and performed to minimize disruption of water services during installation and removal of the high-line system.
- f) The Contractor shall flush, disinfect, and leak test the high-line in accordance with the pplicable codes and regulations prior to connection work beginning.
- g) The Contractor will perform connections to high-lining system and disconnects to meters and fire hydrants, after the City has verified the high-lining system has passed bacteriological testing.

Bacteriological sampling and testing will be performed by the City Water Quality Laboratory.

- h) The Contractor shall ensure proper installation, pressure control, or operation of the high-line to avoid damage to water users' property and related public health and safety issues.
- i) The Contractor shall transfer the new fire services and water services to the meter after the new mains have been accepted. While making the transfers the Contractor shall, once service is interrupted, diligently pursue the required work until service has been fully restored.
- j) The Contactor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

For each service connection, the Contractor shall also notify the customer immediately prior to beginning work which will interrupt service and will again notify the customer immediately after the service is restored.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

- k) The Contractor shall dismantle and remove the high-line system from the Site, and restore streets, gutters, fire hydrants, and other disturbed facilities and surface improvements within 5 Working Days from the time the reconnections are completed.
- Parallel mains, fire services and water services which are not high-lined shall be connected to the meter by the Contractor only after the adjacent sections of the new main have been fully constructed, hydrostatic and chlorine residual tested, and certified acceptable by the Public Utilities Department.
- m) Cleanliness of the main shall not be compromised; otherwise, the Engineer will decide whether re-disinfection is required at the Contractor's expense.

Services shall be thoroughly flushed by the Contractor prior to restoration of water supply to customer's premises.

**700-1.2.2.1 Reference Specifications, Codes, and Standards.** Reference specifications, codes, and standards shall be the latest unless a specific code issue date, edition, or adoption date is specified.

- a) The Work shall be in accordance with the applicable parts of the following codes and safety regulations:
  - i. Uniform Fire Code.
  - ii. Uniform Mechanical Code.
  - iii. Uniform Plumbing Code.
  - iv. City of San Diego Water and Municipal Sewer Approved Materials List, where applicable.

- v. State Department of Public Health (previously known as DHS), Office of Drinking Water publication titled, "Approved for Service Isolation in California Public Water Systems."
- vi. Applicable the City, local, state, and federal codes and regulations.
- b) The Work shall be in accordance with the following commercial and industrial standards:
  - i. ANSI/AWWA C606 Grooved and Shouldered Pipe Joints.
  - ii. ASTM A53 Specification for Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
  - iii. ASTM A123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  - iv. ASTM A153 Standard Specification for Zinc Coating (Hot-Dipped) on Iron and Steel Hardware
  - v. ASTM A307 Specification for Carbon Steel Bolts and Studs, 6,000 PSI Tensile Strength.
  - vi. ASTM A395 & 536 Specification for Snap-Joint Coupling grade 65 45-15 and grade 64-45-12 coating orange enamel.
  - vii. AWWA C511 Standard for Reduced Pressure Principle Backflow Prevention Assembly.
  - viii. AWWA C651 Disinfecting Water Mains

**700-1.2.2.2 Submittals.** Prior to the start of the Work, the Contractor shall submit the following in accordance with 2-5.3, "Submittals:"

- a) Itemized list of high-lining materials to be used, including information on:
  - i. which parts are new and which have been used before and,
  - ii. verification that used parts have only been used to convey potable water.
- b) Catalog data for all high-lining materials and components required.
- c) High-line system installation and detail drawings (i.e., shop and working drawings) prior to ordering or purchasing material.
- d) High-lining schedule prior to ordering or purchasing material of any part of the high-lining system.
- e) Traffic control drawings to Traffic Control Section and shall obtain a permit a minimum of 2 Working Days (5 Working Days when the work affects a traffic signal) prior to ordering or purchasing material of each phase of the high-lining system.

**700-1.2.2.3 Quality Assurance.** The high-lining system shall be flushed, tested for leaks, and disinfected in accordance with 700-1.2.2.7, "Start-Up Procedures" and shall pass the specified bacteriological tests prior to connection.

**700-1.2.2.4 Materials.** Materials may have been used previously, but shall be in good working condition, free of defect, and have only been used to covey potable water. The Contractor shall procure pipe, fittings, adapters, materials, and components required for a complete and operable high-lining system installation. Products and materials shall be suitable for the intended purpose and recommended by the manufacturer for the application intended. Hoses shall be used only at corners and curves and for connections to user's service meter(s).

- a) Pipe. Pipes shall be fabricated largely in sections of 2" Galvanized steel pipe and conform to the following:
  - i. ASTM A53 or other equal ASTM galvanized pipe standard.

- ii. Minimum wall thickness shall be Schedule 40 (0.154").
- iii. Pipe ends shall be machine cut or rolled for grooved couplings and fittings in compliance with ANSI/AWWA C606.
- iv. Fittings and Couplings.
- b) Fittings and Couplings. Fittings shall be ductile iron. Fittings and couplings, including tees, wyes, elbows, , reducers, caps, plugs, and adapters, shall have standard flexible grooved mechanical joint connections in compliance with ANSI/AWWA C 606. Minimum pressure rating shall be 200 psig.
  - i. Housing material shall be ductile iron coated with the manufacturer's standard painting system. Coupling gasket material shall be standard Ethylene-Polypropylene Diene Monomer (EPDM) rubber.
  - ii. Couplings shall be Victaulic Style 78 or approved equal.
  - iii. The branch outlet of reducing tees shall be 1" male pipe thread. Connections of standard tees shall be grooved.
  - iv. Grooved elbows with 11<sup>1</sup>/<sub>4</sub>, 22<sup>1</sup>/<sub>2</sub>, 45 and 90-degree bend angles will be required to configure the high-line piping system to existing bends and contours at the Site.
  - v. Manufacturers: Victaulic, Mech-Line, or approved equal.
- c) Meter connections.
  - i. For meters up to 1" size, the connections shall be 90-degree, long radius, brass elbow couplings with a swivel meter nut on one end and male pipe threads on the other.
    - A. The swivel meter nut shall be sized to fit the specific meter. The male pipe thread end shall be fitted with a galvanized steel "Chicago" two (2)-lug, quarter-turn, quick disconnect hose fitting-to-female pipe thread fitting.
    - B. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., or approved equal.
  - ii. For meters larger than 1", the connections shall be elbows with a 2-bolt Class 125 flange on one end and female pipe threads on the other.
    - A. The flange shall be sized to fit the specific meter. The female pipe thread end shall be fitted with a short pipe thread to grooved connection adapter nipple.
    - B. Alternately, the assembly can be a 2-bolt Class 125 flange-to-male pipe thread fitting, a threaded pipe elbow, and a short pipe thread-to-grooved connection adapter nipple.
    - C. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., or approved equal.
    - D. Bushings, reducers, and adapters. The City Forces will be responsible for all fit-up and connections in the system. The Contractor shall provide all bushings, reducers, and adapters required to connect the high-line system to the existing fire hydrants, meters, and other facilities at the Site. Bushings, reducers, and adapters shall be provided at no additional cost to the City.
    - E. Pipe-to-hose adapters. For 1" hoses, the adapter shall be a 1", galvanized steel, "Chicago" 2-lug, quarter-turn, quick disconnect hose-to-female pipe thread fitting.
    - F. Fire hydrant-to-pipe connectors, the actual connection to the live fire hydrant shall be a brass or bronze 1.5" female fire hydrant thread to 2" male pipe thread fitting.
- d) Bolts and Fasteners. Bolts and fasteners, including bolts, nuts, and washers, shall meet the minimum requirements of ASTM A 307, and shall be hot dipped galvanized according to ASTM A 153. Bolts shall be installed with nuts face down.

- e) Valves.
  - i. Pipe shutoff valves shall be 2", lever handle, two-position, manual butterfly valves with grooved mechanical connections in compliance with ASTM C 606. Minimum pressure rating shall be 200 psig.
    - A. Housing material shall be ductile iron coated with the manufacturer's standard painting system. Seal material shall be standard EPDM rubber.
    - B. Manufacturers: Victaulic, Mech-Line, or approved equal.
  - ii. Curb stop valves shall be bronze full-port ball valves without handles.
    - A. Seats shall be molded Buna-N rubber or other approved material. The ball shall be Teflon-coated brass or bronze. Approved plastic ball materials will be considered as substitutes.
    - B. Size shall be 1-inch with female pipe thread connections. Other sizes and end connections may be required to accommodate specific user connections.
    - C. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., A. Y. McDonald Mfg. Co., or approved equal.
- f) Hoses.
  - i. User connection (Service Meters).

For meters up to 1", the hose shall be a 1" standard general service air compressor hose with EPDM cover and 300 WP rating. End connections shall be galvanized steel, "Chicago" 2-lug, quarter-turn, quick disconnect fittings banded to the hose.

Manufacturer: Thermoid, or approved equal.

ii. Curves and curbs.

Hose shall be 2" standard general service air compressor hose with EPDM cover and 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.

Manufacturer: Thermoid, or approved equal.

- g) Check Valves.
  - i. Check valves shall be swing check type with grooved mechanical connections in compliance with ASTM C606. Minimum pressure rating shall be 200 psig.
  - ii. Housing material shall be ductile iron coated with the manufacturer's standard painting system. Seal material shall be standard EPDM rubber.
  - iii. Manufacturers: Victaulic, Mech-Line, or approved equal.
- h) Backflow Preventers.
  - i. Shall meet the requirements of AWWA C511.
  - ii. Manufacturer and model shall be approved by Department of Public Health (previously known as DHS).
- i) Pressure Regulators.
  - i. If required, the Contractor shall provide 2" pipe size of bronze or ductile iron construction. Materials, coatings, seals, diaphragms, and trim shall be approved for potable water service. Connections shall be pipe threaded union couplings.

- ii. Pressure ratings and regulation ranges shall be approved for the pressure zones involved.
- iii. Manufacturer: Braukmann or approved equal.
- j) Temporary Asphalt (Coldmix). Temporary asphalt shall be provided by the Contractor on a unit price basis.
- k) Pipe Supports.
  - i. Shall be adjustable type and fabricated from galvanized carbon steel.
  - ii. Manufacturers: Grinnell, Tolco, or approved equal.

#### 700-1.2.2.5 Construction.

- a) Authorization. The Contractor shall not order/purchase material of any part of the high-lining system without an approved submittal and written authorization by the Engineer.
- b) Workmanship.
  - i. Contractor workmanship shall meet the accepted standards of the trades involved.
  - ii. High-lining system shall be installed and maintained such that it is neat, orderly, and leak-free, and shall be arranged to minimize interference with or present a hazard to normal usage of streets, sidewalks, driveways, and other affected facilities.
  - iii. High-lining system shall be installed in such a manner that it does not cause flooding to the surrounding area.
  - iv. Excess materials and debris shall be removed from the Site by the end of the Working Day on which they are generated.
- c) Water Users Notification. The Contractor shall coordinate the Work to minimize the duration of water shutdowns and outages.
- d) Emergency Telephone.
  - i. The 24-hour Emergency Services telephone number which shall be listed in user notifications, imprinted on safety barricades, and posted in the Work area shall be the Contractor's emergency number.
  - ii. On receipt of notification of a problem in the work area, the Contractor shall immediately notify the Engineer and Water Operations Division (City Forces). In case of emergency e.g., life threat, the Contractor shall contact Emergency Services.
- e) Repair and Maintenance.
  - i. The Contractor shall maintain the temporary asphalt ("coldmix") protective ramps for the duration of the high-line installation. Coldmix damage discovered or reported shall be repaired that same day by the Contractor
  - ii. The Contractor shall repair and maintain the high-line system during Normal Working Hours.
  - iii. The Contractor shall provide replacement parts needed for highline repairs. Leaks or damage shall be repaired within one hour of discovery or reporting. These repair criteria shall apply to leaks or damage arising for any reason, including vandalism and damage by Contractor personnel, equipment, or work activities.
  - iv. If the repair involves any disassembly of the system, the Contractor shall disinfect and flush the affected components according to AWWA C651. This will be done in the presence of the City Public Utilities Department, Water Operations Division employee familiar with the water system.

- v. Repair work shall be inspected and approved by the Engineer and the City Public Utilities Department, Water Operations employee familiar with the water system. At the sole discretion of the Engineer, the Contractor shall be billed separately for **non-responsive** or otherwise unacceptable repair and maintenance work that the City must do to restore any service.
- f) Problem Reporting. High-line system problems discovered or reported and corrective actions taken shall be documented in the Contractor's daily log and reported to the Engineer within 24 hours of the discovery or report.
- g) Traffic Control. The Contractor shall provide traffic control for all high-line work.
- h) Schedules and Timing.
  - i. The time required to furnish and install the high-lining system as a whole or in accordance with phases, shall be included in the Contract Time. The high-lining schedule shall be submitted to the Engineer for review and approval in accordance with 2-5.3, "Submittals."
  - ii. The Contractor shall coordinate high-lining operations such that the Project's Schedule is not affected or delayed
- i) Installation of High-line Piping System.
  - i. The high-line piping system shall be installed in accordance with the approved schedule.
  - ii. Piping phases shall be installed in loop systems, with a fire hydrant connection to the water supply at each end.
  - iii. The high-line piping system shall be inspected and approved by the City Public Utilities Department, Operations Division familiar with the water system via the Engineer prior to the City Forces charging the system with potable water or connecting to any user service line.
  - iv. The high-line piping shall be installed along both sides of streets to supply water service connections to water meters. Meter service connection shall not be routed across a roadway, driveway, or other area subject to vehicular traffic.
  - v. Shutoff valves shall be installed at each fire hydrant connection, along the piping runs at the check valve, on either side of high-line tee fittings for user connections to all meters and at the ends of cul-de-sac blind runs to permit flushing. The lever handles shall be removed from the valves to prevent unauthorized operation.
  - vi. The 2-bolt grooved couplings shall be installed with the bolts oriented as shown on Figure 5, Typical Curb Piping Runs. This orientation permits the pipe to be laid closer to the curb and is less susceptible to damage by auto traffic. To prevent damage to auto tires, coupling bolts shall not extend beyond the thickness of the nut when installed and tightened.
- j) Fire Hydrant Connection.
  - i. The fire hydrant connection shall be laid as shown in the Standard Drawings **or details included in the Contract Documents** for Fire Hydrant High-lining Connection. The Contractor shall make the final connection to the fire hydrant system.
  - ii. The Contractor shall use elbows of different bend angles as required to align the connection fittings parallel to the sidewalk or curb.
  - iii. In situations where the fire hydrant is located such that piping must cross a sidewalk, piping shall be routed under the sidewalk surface in a 6" wide x 6" deep saw cut trench by the Contractor. The trench backfill and temporary asphalt surface shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining by the Contractor. Routing the pipe above the sidewalk shall not be permitted.

- k) User Connection (Service Meters).
  - i. The Contractor shall furnish and install all material and labor as specified; the Contractor shall connect the water services to the system, see Standard Drawings or the **details included in the Contract Documents** for Residential User High-lining Connection.
  - ii. Connection to meters sized up to 1-inch shall be as shown in or the **details included in the Contract Documents** for Residential User High-lining Connection.
  - iii. Connection to meters 1<sup>1</sup>/<sub>2</sub>" and larger shall be made with 2" galvanized steel pipe with grooved connections.
  - iv. A shutoff valve in the user connection line shall be provided at the high-line tee fitting.
  - v. Meters 1<sup>1</sup>/<sub>2</sub>" and larger typically have 2-bolt flanged connections. Provide adapters as required to connect to specific meters.
  - vi. Sidewalk crossings may be routed above ground and ramped with temporary asphalt (coldmix), see Standard Drawings or the **details included in the Contract Documents** for Driveway High-lining Crossing or Curb Ramp High-lining Crossing, Typical Driveway or Handicapped Access Crossing, and as required elsewhere in this subsection.
  - vii. Field cut, groove, and fit 2" galvanized steel pipe, as required to make user connections. Sections of the high-line piping shall be cut such that service tees are as close as possible to the user meters and service connection hose or piping length is minimized.
  - viii. Provide barricades and cones as required by the approved Traffic Control Plan, at service tees and meters, and as required to ensure public safety.
- l) Roadway Crossing and Trenching.
  - i. Portions of the high-line system should be trenched and buried by the Contractor to avoid interference with roadways.
  - ii. Wherever piping is required to cross a roadway, piping shall be routed below the roadway surface in a 6" wide x 6" deep (approximate dimensions) saw cut trench. Routing the pipe above the roadway shall not be permitted. The trench backfill and temporary asphalt surface shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining.
- m) Vehicle Driveway or Curb Ramp Crossing.

Wherever the high-line piping crosses a vehicle driveway or curb ramp crossing, the piping shall be provided with temporary asphalt crossing ramps as shown in the Standard Drawings or the **details included in the Contract Documents** for Typical Driveway or Curb Ramp Crossing. The temporary asphalt crossing ramps shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining. The temporary asphalt crossing ramps shall be constructed such that they do not interfere with normal storm water or other drainage flows. They shall not divert drainage flows either into the street or onto adjacent properties. Where required to achieve proper drainage, sections of galvanized steel piping shall be installed in the crossing ramp installations shall be inspected and approved by the Engineer

- n) Corners and Curves.
  - i. Routing the high-lining system around corners and curves shall typically be accomplished by use of 2" hose.
  - ii. A 2" shutoff valve shall be installed at each end of the curve.

- iii. Portions of corners and curves with driveways or curb ramps shall be crossed with galvanized steel pipe as shown on the Standard Drawings or **the details included in the Contract Documents** for Driveway or Curb Ramp High-lining Crossing. Use of hose shall not be permitted at these crossings.
- iv. Corners and curves with bend radii too short to be accommodated by hose shall be routed with short sections of galvanized steel pipe and grooved elbows of different bend angles. Pipe shall be cut, grooved, and fitted in the field as required.
- v. Portions of the piping and fittings extending 12" or more from the curb shall be protected with temporary asphalt covering of not less than 1 inch thickness above the pipe and fittings. The temporary asphalt covering shall be sloped over the pipe and tamped in place to provide a durable surface.

## 700-1.2.2.7 Start-up Procedures.

- a) System leak test. The Contractor shall:
  - i. Charge the system with available water pressure, bleed the system of air, and verify that the entire system is filled.
  - ii. Visually inspect the system for leaks and repair any leaks discovered. The system will not be accepted by the Engineer until all leaks are repaired.
- b) Flushing, disinfection, and bacteriological testing of high-line mains.
  - i. The Contractor shall not use the high-lining system to fill and flush any main or piping.
  - ii. After the high-line system is fully assembled but not hooked-up to the consumer meters, the Contractor shall flush the piping with potable water from a commercial metered source until the effluent is clear and free of dirt and debris. The Contractor shall designate the disposal of flushing water via approved methods.
  - iii. The Contractor shall disinfect the high-lining piping according to AWWA C651 and 306-1.4.7, "Disinfection."
  - iv. The transport, storage, and handling of disinfection materials shall be in accordance with the CFR 1910.120, Hazardous Waste Operations and Emergency Response, CFR 49.12 Hazardous Materials Regulations, and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5194.
  - v. Pipeline disinfection shall be accomplished with calcium hypochlorite tablets. Short pipe sections, valves, fittings, and similar small portions of the system shall be disinfected with a solution of sodium hypochlorite.
  - vi. The Contractor shall notify the Engineer 5 Working Days in advance of the date that the high-line system will disinfected and ready for bacteriological testing.
  - vii. The City Water Quality Laboratory will collect samples from three points in the highlining piping. Two points shall be from taps near the fire hydrant connections at each end, and one from a tap near the center of the piping.
  - viii. The City Water Quality Laboratory shall perform bacteriological testing in accordance with AWWA C651 and the City standards.
  - ix. The high-line system shall not be accepted until two consecutive sets of acceptable samples collected 24 hours apart pass tests administered by the City Water Quality Laboratory, and until written notice of acceptance is issued by the Engineer. The City Water Quality Laboratory shall be the sole judge as to whether or not the test samples meet or exceed the established test criteria.

- x. In the event that the high-line piping system fails to pass the required bacteriological testing, the Contractor shall re-flush and re-disinfect the lines at no additional cost to the City. Disposal of chlorinated water shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water shall not be permitted.
- xi. On acceptance of bacteriological testing, the Contractor shall drain and flush the highline piping system according to AWWA C651 and the City standards. Disposal of chlorinated water shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water will not be permitted.
- c) Restoration of Normal Service.
  - i. Flushing of the New Main Line. The Contractor shall not flush the new main line with water from the high-line system.
  - ii. User Hook-up to the New Main Line.
    - A. Restoration of user service to the new water main line shall be done only after installation, disinfection, and bacteriological testing of the new water main line is verified by the City, and user connection lines are completed.
    - B. Transfer of the water service from the high-line to the new water main line shall be performed by the Contractor.

# 700-1.2.2.8 Disassembly of High-line System.

- a) After restoration of normal service to water users, the Contractor shall disconnect high-lining from all services and breakdown and fully disassembles the high-line system and removes all high-line construction materials and debris from the area by the end of the Working Day.
- b) The Contractor shall remove all high-lining construction material and debris, and shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with 7-9, "Protection and Restoration of Existing Improvements." Street resurfacing shall be restored in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.
- c) High-Lining Materials. High-lining materials shall become the Contractor's property.

**700-1.2.2.9 Figures.** The Contractor shall refer to the high-lining details **provided in the Contract Documents as appendix** or included as Standard Drawings.

**ADD: 700-1.2.2.10 Payments.** The Bid item provided for high-lining Work shall cover the Work described in 700-1.2.2, "High-lining by the Contractor" and include the following:

The lump sum bid item for "High-lining by the Contractor" shall be full compensation for furnishing all materials necessary to install the high-lining system, for installing the high-lining system complete and dismantling it after the restoration of normal service to water users, for connections including water services, restoration of the surface improvements, and maintaining and repairing the high-lining system during construction.

**700-1.3 Connections to the Existing System.** The City Forces will be responsible for making connections and cut-ins to the existing mains as part of the base Bid

**700-1.3.1 Connection by the City Forces.** The Contractor shall provide the following information about the main prior to connections:

- a) condition of pipes and valves,
- b) type of fitting and joint to which connection is to be made (i.e., construction), and
- c) alignment, elevation, and location of the water main and any fittings.

**700-1.3.1.1 Connection by the City Forces When the City Forces Cut and Plug the Existing Main.** The City Forces will isolate existing water main to be replaced by the Contractor. The City forces will mark location, elevation, and approximate grade of existing main on street pavement and record this information for future use. The Contractor shall consult and cooperate with the City Forces' supervisor to ensure that the information is understood and used correctly. Within the last 10' to be installed by the Contractor, the Contractor shall install bends, concrete thrust blocks, short lengths of pipe, and other appurtenances necessary to put the new installation on line and grade with the existing pipe.

**700-1.3.1.2** Connection by the City Forces When the City Forces Do Not Cut and Plug the Existing Main. The Contractor shall expose the existing water main where the Work ends. The Contractor shall be responsible for determining the elevations of existing water mains and fittings. The new water main shall be at the same grade and parallel alignment as the existing main and shall be no farther away than 1' from the existing water main. At the option of the Contractor, one or two bends or pulled joints may be used to accomplish this condition.

**700-1.3.1.3 Furnishing Materials.** If required in the Contract Documents, the Contractor shall furnish the necessary materials for the City Forces' connection and cut-in work as shown on the Plans to the City. The Contractor shall coordinate closely with the City Forces for the delivery of materials. The delivery location for furnished materials shall be determined by the City Forces. No materials shall be delivered to the City until the City Forces are ready to construct the work, unless otherwise specified, in writing, by the City.

**700-1.3.1.4 Pavement Restoration for the City Forces Final Connection.** Within 10 days following the completion of the City Forces final connection work in the Project areas, the Contractor shall remove all temporary resurfacing, saw cut trench area, compact sub-grade and restore affected area with permanent resurfacing in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.

**700-1.3.1.5 Payment.** The payment for the furnished material for the City Force connection and cutin work shall cover materials (i.e., fittings, valves, and hardware) including delivery and unloading. The Contractor will be paid under the lump sum Bid item for "Contractor Furnished Materials for City Forces Connection and Cut-in Work for Mains 16-inch and Larger."

Traffic control, saw cutting the trench area, trench cap, and other spot repairs in the vicinity of disturbed area at each restored connection shall be included in the Bid item for Pavement Restoration for the City Forces Final Connection. Asphalt Overlay and Slurry Seal will be paid under separate Bid items.

**700-1.3.2** Connections to the Existing System by Contractor. If required in the Contract Documents, the Contractor shall make the connection (e.g., cut-in or tie-in) to the existing mains as shown on the Plans, specified in these specifications, and in conformance with the latest standards of the State Department of Public Health. Suitable facilities shall be provided by the Contractor for proper de-watering, drainage, and disposal of all water removed from the excavation and pipe without damage to adjacent property. The Contractor shall locate and expose the existing water main to which connection is to be made prior to and in advance of trenching to permit grade and alignment changes as approved by the Engineer. In the presence of the Engineer or an authorized City Public Utilities Department, Water Operations Division employee familiar with the water system), the Contractor shall make the connections as shown on the Plans regardless of the condition or location of the existing pipe, valves, and fittings with no adjustment in the Contract Price.

**700-1.3.2.1 Submittals.** The Contractor shall submit Shop Drawings, Working Drawings, and other information in accordance with 2-5.3, "Submittals" prior to start of construction. The drawings and other descriptive material shall adequately describe procedures to be used, materials to be furnished, any related pipeline appurtenances, and trench shoring. Each drawing shall be reproducible original, accompanied by 6 copies of all submitted information. If approved without change or correction, two approved copies will be returned to the Contractor. The Contractor shall include all time impacts of protecting the existing water main in the Schedule.

**700-1.3.2.2 Utility Verification for Connection Location.** The Contractor shall pothole the location and depth of all utilities to verify that there are no utility conflicts prior to excavation.

The Contractor shall locate and confirm vertical and horizontal locations, size, shape, materials, and construction of existing water mains.

**700-1.3.2.3 Notification and Timing of Shutdowns.** The Contractor shall coordinate the Work with the City Water Operations Division, and notify them a minimum of 20 Working Days after Engineer's approval of the Contractor's work plan and prior to any shutdown of an existing water line. The City Forces will perform all shutdowns including trial and final attempts. If the Contractor fails to keep the field appointments, the City will bill the Contractor for scheduled the City Forces waiting or standby time and the costs incurred by the City for notification of its customers for the subsequent appointment.

The Contractor shall schedule the requested shutdowns during low demand times. Unless otherwise shown on the Plans, the Contactor shall assume residential areas may be done during the day, and all commercial and industrial areas, including all areas with schools, or businesses, shall be shut down at night. The Contractor shall coordinate with the City's Public Utilities Department to verify the appropriate times prior to construction. The City may refuse to shutdown a water line on the day requested by the Contractor due to operational circumstances (e.g., business cannot withstand a shutdown of water at that time; other connecting distribution systems are out of service at the same time; high water demands by customers; etc.) or other reasonable concerns by the City. No request will be denied for arbitrary reasons.

The Contactor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

**700-1.3.2.4 Connection.** Prior to connecting to existing water main, the Contractor shall have all personnel, material and equipment ready to connect the fittings to the existing mains to minimize the shutdown time. The City may postpone or reschedule any shutdown operation if for any reason the City determines that the Contractor is improperly prepared with competent personnel, equipment, or materials to proceed with the connection.

When installing a cut-in tee or cross with new valves, reducers or other fittings that is larger than the existing pipe, the new assembly shall be installed at the depth sufficient to allow the valve to remain below the subgrade of the street which may necessitate lowering the existing pipe. The Contractor shall provide and install the entire assembly -including valves and reducers and any other hardware necessary under the City inspection in accordance with the City Standards. The entire assembly shall be connected in advance to facilitate the expedient connection to existing main.

The Contractor shall clean and disinfect the connection in accordance with AWWA C651.

Shutdown of the water main and Connection operations shall be coordinated with high-lining operation and shall be completed within timeline specified in these specifications.

If Connection operation exceeds the time as identified in the notification, causes health and safety risks, or disruption of water service to the consumers, the Contractor shall notify the Engineer and the City's Station 38 at (619) 527-7660 for assistance to provide potable water and temporary high-lines to restore water to the affected consumers. The City will order necessary corrective measures. All costs for corrective measures shall be paid by the Contractor. The Contractor shall be liable to the City for the costs of the City Forces' emergency work.

If existing valves leak excessively once closed during the isolation of the segment that is going to be connected, the Contractor shall use methods at the Contractor's disposal to work with the resulting leakage. If the influx of water cannot be controlled with two 2-inch pumps sufficiently to complete the work, then the shutdown shall be rescheduled, as agreed upon by the City and Contractor.

**700-1.3.2.5 Quality Control.** The connection Work shall be in the presence of the Engineer or a Public Utilities Department, Water Operations Division employee familiar with the water system. The Contractor shall take every precaution necessary to prevent trench water, dirt or debris from entering the water mains during connection operation.

Under no circumstances shall a non-disinfected water main, which cannot be isolated and has not passed bacteriological test, be connected to an existing disinfected water main.

**700-1.3.2.6 Operation of Valves.** Valves on the City's water main system shall be cleaned and operated only by the City Forces. The Contractor may exercise valves on services as necessary to complete the Work.

**700-1.3.2.7 Repair.** If the water main is damaged by the Contractor's operations, the Contractor shall immediately notify the Engineer and the City Water Operations Division representative or the City's Station 38. The City Forces will perform all necessary repairs to the water main. The Contractor shall be liable to the City for the costs of the City Forces' repair work.

**700-1.3.2.8 Compaction.** Compaction of the trench after installation of the water main shall be in accordance with 306-1.3, "Backfill and Densification."

If the Work is located within a different jurisdiction or agency other than the City or private easement, compaction shall meet the requirements of that agency or utility granting the permit.

**700-1.3.2.9 Surface Restoration.** The Contractor shall restore to its original grade and condition surfaced areas in accordance with 7-9, "Protection and Restoration of Existing Improvements." After final connection is completed, the Contractor shall remove all temporary resurfacing, compact subgrade and restore affected area with permanent resurfacing in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.

**700-1.3.2.10 Payment.** "Connection to The Existing System by the Contractor" e.g., cut-in or tie-in will be paid under Bid unit prices for connections, and cut-ins and include furnishing and installing all materials and labor to complete the work. Potholing for and protecting the water main while performing the Work, information essential for making the connection, coordination of Work with the City Forces, scheduling impacts, community outreach, materials and traffic control shall be included in the payment.

**700-1.4 Cut and Plug of the Existing System by the Contractor.** The cut and plugs of the existing system as part of the base Bid shall be performed by the City Forces.

**700-1.4.1 Submittals.** The Contractor shall submit Shop Drawings and Working Drawings and other information for the cut and plug of existing water mains in accordance with 2-5.3, "Submittals." The submittals shall adequately describe procedures to be used e.g., distance from valves, thrust blocks for temporary plugs, materials to be furnished, any related pipeline appurtenances, and trench shoring. Each drawing shall be reproducible original, accompanied by 6 copies of all submitted information. If approved without change or correction, 2 approved copies will be returned to the Contractor. The Contractor shall include in the Schedule all time impacts to protect the existing water mains.

The Contractor shall submit traffic control drawings and obtain the Traffic Control Permit from the City prior to the start of the cut and plug and reconnection operations.

**700-1.4.2 Utility Verification for Cut & Plug location.** The Contractor shall pothole the location and depth of all utilities to verify that there are no utility conflicts prior to excavation.

The Contractor shall locate and confirm vertical and horizontal locations, size, shape, materials, and construction of existing water mains.

**700-1.4.3 Notification and Timing of Shutdowns.** The Contractor shall coordinate the Work with the City Water Operations Division, and notify them a minimum of 20 Working Days after Engineer's approval and prior to any shutdown of an existing water line. The City Forces will perform all shutdowns. If the Contractor fails to keep the field appointments, the City will bill the Contractor for scheduled the City Forces waiting or standby time and the costs incurred by the City for notification of its customers for the subsequent appointment.

The Contractor shall schedule the requested shutdowns during low demand times, Unless otherwise shown on the Plans, the Contractor shall assume residential areas may be done during the day, and all commercial and industrial areas, including all areas with schools, or businesses, shall be shut down at night. The Contractor shall coordinate with the City's Public Utilities Department to verify the appropriate times prior to construction. The City may refuse to shutdown a water line on the day requested by the Contractor due to operational circumstances (i.e., business cannot withstand a shutdown of water at that time; other connecting distribution systems are out of service at the same time; high water demands by customers; etc.) or other reasonable concerns by the City. No request will be denied for arbitrary reasons.

The Contactor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

**700-1.4.4 Cut and Plug.** Prior to cutting and plugging of the existing water mains, the Contractor shall have all personnel, material and equipment ready to minimize the shutdown time. The Contractor shall organize its workforce, equipment and operations to protect the existing water main while performing the Work.

Shutdown of water main and cut and plug operations shall be coordinated with high-lining operation and shall be performed during low demand times and shall be completed within the timeline specified in these specifications.

After isolation of the mains, rarely does a completely dry condition exist in the trench. If the existing valves leak excessively once closed during the isolation of the segment that is going to be plugged, the Contractor shall use methods at Contractor's disposal to work with the resulting leakage. If the influx of water cannot be controlled with two 2-inch pumps sufficiently to complete the work, then the shutdown shall be rescheduled, as agreed upon by the City and Contractor.

If the cut and plug operation exceeds the time as identified in the notification or causes health and safety issues or disruption of water service to the consumers, the Contractor shall notify the Engineer and the City's Station 38 at (619) 527-7660 for assistance. The City will provide potable water and or temporary high-lining to restore water to the affected consumers. The City will order necessary corrective measures.

All costs for corrective measures shall be paid by the Contractor. The Contractor shall be liable to the City for the costs of the City Forces' emergency work.

**700-1.4.5 Quality Control.** Cut and plug of existing water lines shall be completed in a safe, neat and orderly manner. Plugs shall be capable of blocking pressurized main with no visual leak detected. The Contractor shall take every precaution necessary to prevent trench water, dirt or debris from entering the water mains during the capping or plugging operation.

Cut and plug shall not proceed if the City Public Utilities Department, Operations Division employee familiar with the water system is not present for the duration of the cut and plug.

After the cut and plug operation, the water main and appurtenances shall be disinfected and field tested by the Contractor in accordance with the latest edition of AWWA C651. The City Forces shall take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651.

Suitable facilities shall be provided for proper de-watering, drainage, and disposal of all water removed from the excavation or pipe without damage to adjacent property.

**700-1.4.6 Operation of Valves.** Valves on the City's water system shall be cleaned and operated only by the City Forces. The Contractor shall exercise valves on services as necessary to complete the Work.

**700-1.4.7 Repair.** If the water system is damaged by the Contractor's operations, the Contractor shall immediately notify the Engineer and the City's Station 38 or the City Water Operations Division representative. The City Forces will perform all necessary repairs to the water main. The Contractor shall be liable to the City for the City Forces' work for the repair.

**700-1.4.8 Surfaced Areas Impacted by Cut & Plug.** Surfaces impacted by excavation to install cut and plug shall be temporarily backfilled, resurfaced, and maintained.

**700-1.4.9 Payment.** Locating e.g., potholing for and protecting the water main, coordination of Work with the City Forces, any scheduling impacts, community outreach, furnishing and installing materials, and traffic control shall be included in the unit price payment for "Cut and Plug of The Existing System by the Contractor."

# ADD: PART 8 – ENVIRONMENTAL WORKS

# SECTION 800 - REVEGETATION, MAINTENANCE, AND MONITORING

**800-1.1 Terms and Responsibilities.** For the purpose of these specifications the following definitions and descriptions of the responsibilities shall apply:

Project Biologist - To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

An independent third party consultant employed by the Contractor and responsible for overseeing the protection of existing biological resources requirements and the entire revegetation program. <u>The Project biologist shall not be the same as the Revegetation Contractor or Maintenance Contractor</u>. Project Biologist shall review and become familiar with the Contract Documents and shall function under the direction of the Engineer. The Project Biologist shall be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture. or a related field, and demonstrated experience in habitat restoration and shall be qualified to perform United States Fish and Wildlife Service protocol focused sensitive species surveys as outlined in the biological technical report, CEQA document, local, state and federal resource agency permits or a combination for the Project.

The Project Biologist may be hired by the City if so specified in the Special Provisions.

**Revegetation Contractor** - To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The planting and plant establishment work shall be performed by a qualified Revegetation Contractor to implement the Revegetation Plan. Revegetation Contractor shall possess a landscape Contractor's and pesticide/herbicide license. The Revegetation Contractor shall demonstrate knowledge of native vegetation and invasive weed identification as a part of the Bid. The Revegetation Contractor shall implement the Revegetation Plan in accordance with recommendations provided by the Project Biologist and Engineer.

**800-1.7.1 General.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. The Contractor shall coordinate its activities and Schedule with the activities and schedules of the Biologist Monitor.

**800-1.7.1 General.** The Contractor shall retain a qualified Project Biologist to perform Biological Monitoring work. The Contractor shall submit copies of the Biologist qualifications as noted in section 800-1.1 within 5 Working Days of the bid opening and provide references for at least 3 completed projects of similar size and complexity in Southern California. The submittals shall be sent to the City Project Manager. If the proposed Project Biologist is not approved, the Contractor shall submit and obtain approval of an alternate Project Biologist at no additional cost to the City prior to award of the Contract. Once approved, the Project Biologist shall attend the pre-construction meeting to coordinate the biological impact and revegetation portion of the Project.

800-1.8.5 Samples. To the City Supplement, REVISE subsection number to "800-1.8.10 Samples."

**800-1.8.6 Substitutions and Changes.** To the City Supplement, REVISE subsection number to "**800-1.8.11 Substitutions and Changes.**"

800-2.1 General. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

When required in the Contract Documents, a licensed Revegetation Contractor shall be retained to perform landscape and revegetation work. The Contractor shall submit copies of the Revegetation Contractor's landscape contractor license and pesticide/herbicide license as noted in section 800-1.1 within 5 days of the Bid opening and show references for at least 3 successful native habitat revegetation projects of similar size and complexity in Southern California and provide a current reference for each. The submittals shall be sent to the City Project Manager.

If the proposed licensed Revegetation Contractor is not approved, the Contractor shall re-submit and obtain approval of an alternate licensed Revegetation Contractor at no additional cost to the City prior to the award of the Contract. Once approved, the licensed Revegetation Contractor shall attend the pre-construction meeting to present and coordinate the revegetation portion of the Project.

# SECTION 801 – WATER POLLUTION CONTROL

**801-2.9 Post-Construction Requirements.** To the City Supplement second paragraph, ADD the following:

The decal-disc inlet markers shall be "das Duracast Curb Marker®" or approved equal.

**801-9.3 BMP Requirements.** To the City Supplement, ADD the following:

c) WTAP shall be required when the Project exceeds the Maximum Disturbed Area Requirements unless the grading Work is performed in phases that do not exceed the limit shown on the Plans per phase.

# SECTION 803 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

**803-16 PAYMENT.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Payment for waste management shall be included in the applicable Bid items as follows:

- a) Preparation of Hazardous Waste Management Plan and Reporting (LS).
- b) Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste (TON).
- c) Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste (TON).

- d) Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).
- e) Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
- f) Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
- g) Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
- h) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
- i) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).
- j) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
- k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).
- 1) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).
- m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

Shorter testing time and availability of preliminary results may be required by the Engineer and paid as Extra Work.

# SECTION 804 – SEWAGE SPILL PREVENTION

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

# **804-1 GENERAL.** The Contractor shall observe and comply with the City's policy of zero spills. The Contractor shall be liable for all damages and fines associated with sewage spills caused by improper support or damage to the existing sewer facilities.

The Contractor shall designate a person responsible for the development and enforcement of the Sewage Spill Response Plan, and for ensuring sewer spills are minimized to the maximum extent possible. The Contractor shall provide a status of all bypass related work at biweekly progress meetings as requested by the City.

**804-2 SEWAGE SPILL PREVENTION AND RESPONSE PLAN.** Prior to the start of construction, the Contractor shall develop and submit to the Engineer, for review and approval, a written Sewage Spill Prevention and Response Plan. The plan shall include sewage spill response plan, spill containment and cleanup plan, staging area, and sewage bypass and pumping plan.

The Sewage Spill Prevention and Response Plan shall be developed to respond to any construction related sewage spill(s). The plan shall include:

- a) Identifying all nearby environmentally-sensitive areas such as waterways, channels, catch basins and entrances to existing underground storm drains.
- b) Making arrangements for an emergency response unit, stationed at or near the Site, comprised of emergency response equipment and trained personnel to be immediately dispatched in the event of a sewage spill(s). This includes field biologists, archaeologists, or both if in an environmentally-sensitive area such as a canyon.

- c) Developing an emergency notification procedure that includes an emergency response team with telephone numbers and arrangements for backup personnel and equipment. The emergency response unit shall be able to dispatch to the Site 24 hours a day 7 days a week including weekends and holidays. The Contractor shall designate primary and secondary representatives, their respective phone numbers, pager numbers, and mobile phone numbers. These Contractor's representatives shall be accessible and available at all times to respond immediately to any sewer spill event.
- d) Identifying any property owners who may be affected e.g., the City Park and Recreation Department.

At the pre-construction meeting the Contractor will be provided with a list of the City representatives to contact in case of sewage spill(s). In case of a sewage spill(s), the Contractor shall immediately call the Sewage Spill Hotline number at (619) 527-5481 and shall act immediately without instructions from the City, to control the spill and take all appropriate steps to contain it in accordance with the Sewage Spill Prevention and Response Plan and 804-2.1, "Sewage Bypass and Pumping Plan." The Contractor shall immediately notify the City representatives of the spill and shall report Project name, location, Contractor name, Project Engineer, and Engineer names.

The Contractor shall, within 3 Working Days from the occurrence of the spill, submit to the Engineer a written report describing the following information related to the spill: the location; the nature and estimated volume; the date and time; the duration; the cause; the type of remedial and/or clean up measures taken (including erosion control measures) and the date and time of implementation; the corrective and/or preventive actions taken to avoid further spills; equipment used in spill response; and the environmentally-sensitive habitat such as a water body, if any, impacted and results of any necessary monitoring. The Contractor shall provide a list of who from the City was notified, date and time of notification, date and time the Contractor was notified of the spill, date and time the Contractor arrived on Site.

The Engineer may institute further corrective actions, as deemed necessary, to fully comply with existing laws, ordinances, codes, order or other pertinent regulations. In addition to any penalties provided by federal, state, and local laws, the Contractor shall be responsible for all costs incurred for the corrective actions including mitigation measures (habitat restoration, etc.) and obtaining after-the-fact permits if necessary, in environmentally sensitive areas. These permits include but are not limited to those from the City Planning Department Development Services, California Coastal Commission, U.S. Army Corps of Engineers and the California Department of Fish and Game.

It shall be the Contractor's responsibility to assure that all field forces, including Subcontractors, know and obey all safety and emergency procedures, including the Sewage Spill Prevention and Response Plan applicable to the work, to be maintained and followed at the Site. If in an environmentally sensitive area, such as canyon, stream, or lagoon, impacts shall be minimized. Crews shall be aware at the start of the job of any sensitive environmental habitats, breeding season restrictions, etc.

The Contractor shall prevent spills when working on sewer lines, such as when making temporary connection, when connecting new lines into the sewer system, ensuring no laterals are connected to mains being abandoned, ensuring diversions are appropriately installed, and diversions are completely removed when finished so there are no blockages. The Contractor shall not trap debris and discharge rock or debris downstream. Avoidance of streams is paramount unless authorized via permits.

The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from any sewage spill caused or claimed to be caused by the Contractor's action or failure to take measures to prevent a spill. **The Contractor shall be responsible for payment of any fines assessed against the City for such sewage spills.** The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence or willful misconduct of the City, its agents, officers or employees.

The Contractor shall obtain and maintain an additional insurance coverage for Pollution Liability with its limits and requirements as set forth in 7-3.5.3, "Contractors Pollution Liability Insurance Endorsements." The limits and requirements for Pollution Liability shall be in an amount sufficient to cover potential losses from sudden and accidental pollution. Unless otherwise provided for in the Bid Proposal, all costs associated with the requirements for Sewage Spill Prevention and Response Plan, including additional insurance, shall be included in the prices for other related Bid items.

**804-2.1 Sewage Bypass and Pumping Plan.** The Contractor shall submit to the Engineer for approval, a Sewage Bypass and Pumping Plan at least 15 Working Days prior to implementation of flow diversion in compliance with the City's policy of "ZERO SPILLS." The Sewage Bypass and Pumping Plan shall indicate the sequence of diversion operations, all other operations the Contractor will establish to maintain wastewater service during the construction period, and a quality assurance and quality control plan for the diversion Work. The Sewage Bypass and Pumping Plan shall include an emergency response plan indicating the procedures, equipment, and activities that will be implemented in the event of an emergency shutdown or failure of the flow diversion equipment used for construction. The Contractor shall be responsible for implementation of the emergency plan in accordance with 804-2 "Sewage Spill Prevention and Response Plan".

The Contractor's Sewage Bypass and Pumping Plan shall be reviewed and approved by the Wastewater Collection Division of the City before flow can be diverted. No deviation from the approved Sewage Bypass and Pumping Plan will be allowed without prior approval from the Engineer.

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to sewage spills. The Contractor shall be fully responsible for preventing sewage spill(s), containing any sewage spill(s), recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spill(s), and any violation of any law, ordinance, code, order, or regulation as a result of the spill(s).

The Contractor shall exercise care not to damage existing public and private improvements, interrupt existing services or facility operations which may cause a sewage spill(s). Any reasonably anticipated utility or improvement which is damaged by the Contractor shall be immediately repaired at the expense of the Contractor. In the event that the Contractor damages an existing utility or interrupts an existing service, which causes a sewage spill(s), the Contractor shall immediately call the emergency number at (619) 515-3525.

The Contractor shall exercise care not to damage any sensitive habitats or historic resources unless authorized via the discretionary permit and Mitigation, Monitoring and Reporting Program approved by the City.

The Contractor shall provide all facilities, labor, power, and appurtenances necessary to divert wastewater flows as necessary to allow proper installation of the pipeline and/or manhole linings.

The Contractor shall submit as part of their Sewage Bypass and Pumping Plan their monitoring procedure and frequency and shall continuously monitor the flow levels downstream and upstream of the flow diversion to detect any possible failure that may cause a sewage backup and spill(s). The Contractor shall maintain a log of the monitoring and provide daily copies to the Engineer in a manner acceptable to the Engineer.

The Contractor shall inspect and maintain the diversion system daily, including the back-up system. The Contractor shall submit with their Sewage Bypass and Pumping Plan their maintenance procedures and frequency. The Contractor shall maintain a log of all inspection, maintenance and repair records, and provide copies to the Engineer upon request in a manner acceptable to the Engineer.

The Contractor shall size the flow diversion system to handle the peak flow and shall include a 100% backup in the flow diversion system. The Contractor shall provide temporary means to maintain and handle the sewage flow in the existing system as required to complete the necessary construction. The Contractor shall utilize the flow diversion system to mitigate any additional wet weather flows, perform the necessary maintenance and repairs on the flow diversion system, and exercise and ensure the operation of the backup system. Each pump, including the backup pumps, shall be a complete unit with its own suction and discharge piping. The Contractor shall operate the backup flow diversion system for a minimum of 25% of the total diversion time on a weekly basis. The backup flow diversion system shall be fully installed, operational, and ready for immediate use. The diversion system shall be hydraulically tested with clean water prior to wastewater flow diversion. The Contractor shall demonstrate to the satisfaction of the Engineer that both the primary and backup flow diversion systems are fully functional and adequate, and shall certify the same, in writing, to the Engineer in a manner acceptable to the Engineer.

The Contractor shall provide one dedicated fuel tank for every single pump or generator, if fuel or generator driven pumps are used. The Contractor shall provide an emergency standby power generator, if electric power driven pumps are used. The Contractor shall provide a fuel level indicator outside each fuel tank. The Contractor shall continuously (while in use) monitor the fuel level in the tanks and ensure that the fuel level does not drop below a level equivalent of two hours of continuous flow diversion system operation. The Contractor shall take the necessary measures to ensure the fuel supply is protected against contamination. This includes but is not limited to fuel line water traps, fuel line filters, and protecting fuel stores from precipitation. The Contractor shall monitor all hoses and repair leaks immediately.

**804-2.2 Payment** Unless a Bid item has been provided, full compensation for the Sewage Bypass and Pumping Plan, its implementation e.g., labor, facilities, equipments, power, appurtenances and incidental, shall be included in the payment for sewer main.

# **SECTION 805 – WATER DISCHARGES**

**805-2.7 Payment.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Payment for dewatering will be made as follows:

- a) The Allowance Bid item for Permit and Discharge Fees shall cover the payment for fees and the associated expenses e.g., water samples and lab testing for obtaining permits.
- b) The payment for dewatering contaminated water containing hazardous substances and to bring the discharged water to the level that is in compliance with the permitting agencies' requirements and water quality standards will be included in the Allowance Bid item for "Dewatering Hazardous Contaminated Water."
- c) The payment for dewatering contaminated water containing non-hazardous substances will be included in the Lump Sum Bid item for "Dewatering Non-Hazardous Contaminated Water."
- d) For the payment for handling and disposal of the hazardous contamination, see 803-16 (l), (m), "Payment."
- e) The payment for preparing health and safety plan shall be included in the various Bid items unless a Bid Item has been provided.

# SECTION 807 – RESOURCE DISCOVERIES

**ADD: 807-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Mitigated Negative Declaration** for **Sewer & Water Group 770 and Sewer & Water group 685**, Project No. 131446 as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the **Mitigated Negative Declaration** as set forth in Contract Appendix.

Unless a separate Bid item has been provided for compliance with the City's prepared environmental document e.g., MMRP, payment shall be included in the various Bid items.

**807-1.2 Archeological and Native American Monitoring Program.** To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

Unless specified otherwise in the Contract Documents, the Contractor shall retain a qualified archaeologist approved by the City's Environmental Analysis Section (EAS). In addition to being approved by EAS, and within 5 working days of the bid opening, the Contractor must provide a list of 3 successful local projects the archaeologist completed in the last 5 years, and provide a current reference for each. The City shall verify the information provided and only qualified monitors shall be accepted. The archeologist shall retain the appropriate Native American representative. Archeologist and the Native American representative shall attend the pre-construction meeting. The areas shown on the Plans subject to monitoring are approximate. The archaeologist shall confirm the sites and implement the required monitoring per Contract Appendices.

If a discovery is made, the Contractor's archaeological monitor shall make a determination as to whether excavation in the area must cease or can continue. The time the Contractor waits for this determination from their monitor cannot be claimed as delay time.

Unless included in the payment for the proposed item of Work e.g., utility main, the full compensation for archaeological and Native American monitoring program and report preparation, as prescribed in Contract Appendices, shall be included in the contract Bid item for archaeological and Native American monitoring program.

If any significant archaeological sites are known to exist in the project area, they will be shown in the Archaeological Data Recovery Program as part of Appendix A. In the event of a significant discovery, foreseen or unforeseen, and if no bid item for Archaeological and Native American Mitigation and Curation is included in the Contract, the Contractor shall be entitled to additional compensation in accordance with 3-3, "Extra Work", for implementation of a Mitigation Program as set forth in Contract Appendices.

**807-1.3 Paleontological Monitoring Program.** To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

Unless specified otherwise in the Contract Documents, the Contractor shall retain a qualified paleontologist approved by EAS. In addition to being by approved by EAS, and within 5 working days of the bid opening, the Contractor must provide a list of 3 successful local projects the archaeologist completed in the last 5 years, and provide a current reference for each. The City shall verify the information provided and only qualified monitors shall be accepted. The paleontologist shall attend the pre-construction meeting. The areas shown on the Plans subject to monitoring are approximate. The paleontologist shall confirm the sites and implement the required monitoring in Contract Appendices.

Unless included in the payment for the proposed item of Work e.g., utility main, the full compensation for paleontological monitoring program and report preparation, as prescribed in Contract Appendices, shall be included in the Contract Bid item for paleontological monitoring program.

If a discovery is made, the Contractor's paleontological monitor shall make a determination as to whether excavation in the area must cease or can continue. The time the Contractor waits for this determination from their monitor cannot be claimed as delay time.

In the event of a significant discovery, and if no bid item for Paleontological Mitigation and Excavation is included in the Contract, the Contractor shall be entitled to additional compensation in accordance with 3-3, "Extra Work," for implementation of a Mitigation Program as set forth in Contract Appendices.

**807-1.4 Archaeological and Native American Mitigation and Curation.** To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

In the event of a significant Native American or archaeological discovery foreseen or unforeseen and after consultation with EAS staff, the Contractor shall implement a mitigation program as set forth in Contract Appendices. In accordance with the Mitigation and Monitoring Reporting Program, the mitigation program shall include but not be limited to, preparation and implementation of an Archaeological Data Recovery Program (ADRP), recovery, sorting. cleaning. cataloging/identifying/analyzing, curation (bagging, placement into archival boxes, delivery to an appropriate institution, and any fees required by the institution), and reporting, of artifact remains. The Archaeological Principal Investigator (PI) as defined in the MMRP shall make a recommendation if all or a portion, (i.e. representative sample) of the items discovered need to be curated.

Work for mitigation shall be paid from the Allowance Bid item for Archaeological and Native American Mitigation and Curation. The Contractor shall provide the Engineer with invoices for the Work performed, including the invoice from the archaeological monitor in the format shown in the attached Appendix, and be reimbursed from the amount allocated.

If there is an ADRP or known site that is indicated in the Contract Documents, the payment shall be included in the Allowance Bid item for Archeological and Native American Mitigation and Curation.

# END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

# APPENDIX A

# Mitigated Negative Declaration

SEWER & WATER GROUP 685 SEWER & WATER GROUP 770



ENTITLEMENTS DIVISION (619) 446-5460

## MITIGATED NEGATIVE DECLARATION

Project No. 131446 SCH# N/A

SUBJECT: SEWER AND WATER GROUP JOBS 770 & 685: CITY COUNCIL APPROVAL to allow for GROUP JOB 770 to construct approximately 2,628 linear feet (LF) of new 8-inch polyvinyl chloride pipe (PVC) sewer main and 179 LF of new 8-inch high density polyethylene (HDPE) sewer main. Approximately 1,814 LF of 6-inch concrete pipe (CP) sewer main would be abandoned from the sewer easements between Euclid Avenue and Isla Vista Drive South of Thorn Street, and approximately 700 LF of 6-inch cast iron (CI) water pipe would be replaced with new 8-inch PVC water main. A 10-foot wide sewer easement would be purchased from the property owner at 3122 Belle Isla Drive and would also be established on the adjacent property currently designated as private open space. GROUP JOB 685 would replace approximately 1,959 LF of 6-inch CP sewer pipe, 829 LF of 6-inch vitrified clay (VC) sewer pipe and 620 LF of 8-inch CP sewer pipe with new 8inch PVC pipe. In addition, 2,807 LF of new 8-inch PVC sewer pipe would be installed. The project would also replace approximately 1,267 LF of 6-inch CI water lines with new 8-inch PVC water pipes, as well as abandon approximately 3,001 LF of existing 6-inch and 8-inch sewer lines located within 46th Street, Orange Avenue, Polk Avenue, Isla Vista Drive, Thorn Street, Canyon south of Isla Vista Drive, Euclid Elementary School and within existing sewer easements located between Euclid Avenue and Belle Isle Drive and between Belle Isle Drive and Isla Vista Drive. Applicant: City of San Diego, Engineering and Capital Projects Department, Right-of-Way Design 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): HISTORICAL **RESOURCES (ARCHAEOLOGY & SIDEWALK STAMPS) AND 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.

Appendix A Mitigated Negative Declaration Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770 Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

### 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:

#### Archaeologist, Native American monitor, Historian, 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) 27526, 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 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:

<u>Issue Area</u>	Document submittal	<u>Associated</u> <u>Inspection/Approvals/Note</u>	
General	Consultant Qualification Letters	Prior to Pre-construction meeting	
General	Consultant Const. Monitoring	Prior to or at the Pre- Construction meeting	
Paleontology	Paleontology Reports	Paleontology observation	
Archaeology	Archaeological Reports	Archaeological observation	
Historical	Historical Report	Historical Observation	
Final MMRP		Final MMRP Inspection	

#### **Document Submittal/Inspection Checklist**

## HISTORICAL RESOURCES (SIDEWALK STAMPS)

- 1. Prior to the Pre-Construction Meeting
  - A. A qualified historic consultant in Historic Preservation or History, as defined by the City of San Diego Historic Resources Guidelines shall be retained. A copy of the retainer letter shall be submitted to MMC to be placed in the project file for reference.
  - B. MMC shall be the primary Point of Contact (POC) for issues related to all Historic Resources Sidewalk and Stamp Preservation requirements. All communication shall be made to MMC and MMC shall be required to communicate between the Historic Resources Board (HRB) staff, the RE, the historic consultant, and the contractor to ensure that all necessary mitigation in this section is appropriately addressed.
  - C. A Historic Sidewalk and Stamp Preservation Plan (HSSPP) shall be prepared by the qualified historic consultant. The historic consultant shall ensure that the HSSPP addresses the following:
    - 1. Photo documentation of each sidewalk stamp, with a corresponding location map.
    - 2. Detailed plans which show the existing and proposed location and orientation of each sidewalk stamp. If the stamp will remain in-situ, this must be indicated on the plans.
    - 3. Details regarding the manner in which the sidewalk stamps will be cut, removed, stored (if applicable), and re-set in their new location.
    - 4. Color, texture and scoring specifications for new sidewalks to ensure that any new improvements or repair match the historic sidewalks in color, texture and scoring. A physical sample of the proposed sidewalk material (which illustrates the finished color and texture) must be provided.
    - 5. Molds of each sidewalk stamp impacted by the improvements shall be taken in order to allow reconstruction of the sidewalk stamp should it be irreparably damaged during the relocation process.
  - D. MMC shall obtain the prepared HSSPP from the historic consultant and shall circulate the copy to the HRB for staff review and approval prior to the Pre-Construction meeting.
- 2. At the Pre-Construction Meeting
  - A. MMC, the RE, the retained historic consultant, and the project contractor shall be at the Pre-Construction Meeting to assure communication, coordination, and conformance with the HSSPP.
- 3. Prior to Start of Construction and During All Construction Activities

- A. MMC, the RE, the retained historic consultant, and project contractor shall ensure that the HSSPP is implemented during demolition and improvement activities requiring:
  - 1. All existing concrete stamps/impressions that include contractor date stamp and street name stamps on all hardscape shall be sawcut (full depth along existing score marks) or at a minimum distance of two inches from the edge of the stamp, as recommended by a historic consultant, shall be carefully removed. All removed stamps shall be relocated to the parkway area/face of the newly constructed sidewalks. The historic stamp/impression shall be set in new concrete with a six-inch wide concrete border surrounding the stamp/impression and a four-inch concrete layer below. The position of the historical stamp/impression shall be such that it can be read from the sidewalk and as close as practical to the original location and orientation of the stamp/impression, as determined by the Resident Engineer in consultation with the qualified historical consultant.
  - 2. Any damaged sidewalk stamps shall be relocated and/or repaired in consultation with the retained historical consultant. If the historical stamp/impression is in a condition such that it cannot be repaired and relocated, as determined by the Resident Engineer in consultation with the qualified historical consultant, the contractor shall recast the original sidewalk stamp using molds taken as part of the HSSP. In no instance shall the current contractor's name or stamp be used within the boundaries of the historic district.

#### 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) ED 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 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, 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 Weeekend 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

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- All discoveries shall be processed and documented using the existing procedures detailed in Sections III During Construction.
- c. Potentially Significant Discoveries

Appendix A Mitigated Negative Declaration Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

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
  - 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

1.

- A. Preparation and Submittal of Draft Monitoring Report
  - 1. 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.

## HISTORICAL RESOURCES (ARCHAEOLOGY)

- 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 ADD ED shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.
  - B. Letters of Qualification have been submitted to ADD
    - 1. Prior to Bid Award, the applicant shall submit a letter of verification to MMC identifying the PI for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
    - 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
    - 3. Prior to the start of work, the applicant must obtain written 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 (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, 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.
  - 3. The PI may submit a detailed letter to MMC requesting a reduction to the <sup>1</sup>/<sub>4</sub> mile radius.
- B. PI Shall Attend Precon Meetings
  - Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), CM and/or Grading Contractor, RE, BI, if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological 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 archaeological monitoring program.
- 3. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
  - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
  - c. MMC shall notify the PI that the AME 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 age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
- 5. Approval of AME and Construction Schedule After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

#### **III.** During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
  - 1. The Archaeological Monitor shall be present full-time during all soil disturbing and\_grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. 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 AME.
  - 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.

- 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered <u>that</u> may reduce or increase the potential for resources to be present.
- 4. The archaeological and Native American consultant/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 Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources 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.
  - 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
  - 1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
    - 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.
    - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP 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. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.
      - (1) Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
    - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

- (1) Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
- (2) Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance can not be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way 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 artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
  - 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 State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number 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. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

- A. Notification
  - 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
  - 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site

- 1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
- 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
- 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains ARE determined to be Native American
  - 1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
  - 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
  - 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
  - 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
  - 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
    - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
    - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
    - c. To protect these sites, the landowner shall do one or more of the following:
      - (1) Record the site with the NAHC;
      - (2) Record an open space or conservation easement; or
      - (3) Record a document with the County.
    - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are NOT Native American
  - 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
  - 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).

- 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.
- V. 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 fax by 8AM of the next business day.

b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.

c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.

- d. The PI shall immediately contact the RE and MMC, or by 8AM of 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.

## VI. Post Construction

- A. Submittal of Draft Monitoring Report
  - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.
    - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
    - b. Recording Sites with State of California Department of Parks and Recreation

The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center 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 Artifacts
  - 1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
  - 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
  - 1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
  - 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV Discovery of Human Remains, Subsection C.
  - 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  - 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  - 5. 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 one copy of the approved Final Monitoring Report to the RE
  - or BI as appropriate, and one copy 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.

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## 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 Council District 7, Councilmember Emerald **Development Services Department** Myra Herrmann (MS 501) Engineering and Capital Projects Department James Arnhart (MS 908A) Reynaldo DeGuzman (MS 908A) Historical Resources Board (87) Other Library Department (MS 17) Central Library (MS 81a) City Heights/Weingart Library (MS 81g) City Heights Area Planning Committee (287) Fairmount Park Neighborhood Association (303) John Stump (304) Carmen Lucas (206) Clint Linton (215B) South Coastal Information Center @ San Diego State University (210) San Diego Archaeological Center (212) Save Our Heritage Organization (214) Ron Christman (215) Louie Guassac (215A) San Diego County Archaeological Society (218) Kumeyaay Cultural Repatriation Committee (225) Native American Distribution (225A-R) Public Notice Only San Diego Natural History Museum (213) San Diego City Schools (132) 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.
- 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.

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Myra Hermann, Senior Planner Development Services Department

Analyst: M. Herrmann

October 21, 2010 Date of Draft Report

December 22, 2010 Date of Final Report

Attachments: Project Alignments: Sewer and Water Group 685 & 770 Initial Study Checklist

# **APPENDIX B**

**Fire Hydrant Meter Program** 

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

## 1. **PURPOSE**

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

# 2. <u>AUTHORITY</u>

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

# Reference

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

# 3. **DEFINITIONS**

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

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SUBJECT	DI 55.27	Water Department
	<b>PAGE 20F</b> 10	LITLEIIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

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

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DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT		EFFECTIVE DATE
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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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DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
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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 <sup>1</sup>/<sub>2</sub> "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 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. <u>EXCEPTIONS</u>

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

## 6. MOBILE METER

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

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

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

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

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

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## 7. FEE AND DEPOSIT SCHEDULES

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

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

#### 8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

Water Department Director

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

#### APPENDIX

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

Appendix B Fire Hydrant Meter Program Group 3014-Sewer & Water Group 685 & 3014-Sewer & Water Group 770

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CIS Account #:       Deposit Amount: \$       Fees Amount: \$         Meter Serial #:       Meter Size:       Meter Make & Style:         Backflow #:       Backflow Size:       Meter Make & Style:         Name:       Signature:       Date:         \$1,108.45 - FOR       24 HR INSTALLATION       FHM App	City Meter		omice Use Univ		
Meter Serial #: Meter Size: Meter Make & Style: Backflow #: Name: \$1,108.45 - FOR 24 HR INSTALLATION FHM App Created:					
Backflow #: Name: \$1,108.45 - FOR 24 HR INSTALLATION FHM App Created:	CIS Account #.		Deposit Amount: \$	Fees Ar	nount: [\$
Name: \$1,108.45 - FOR 24 HR INSTALLATION FHM App Created:	Meter Serial #: 5		Meter Size:	Meter Make & Style:	
\$1,108.45 - FOR 24 HR INSTALLATION FHM App Created:	Backflow #:		Backflow Size:	Meter Make & Style:	
\$1,108.45 - FOR 24 HR INSTALLATION FHM App Created: \$1.052.26 - FOR 48 HR INSTALLATION	Name:		Signature:		Date:
\$1.052.26 - FOR 48 HR INSTALLATION	¢1 1	08 45 - FOR 24	HR INSTALLATT	ON FH	MADD Created 11/2/
Tajanatan Tow in my market	41,11	52.75 - TOR 24	HR TNSTALLATI	ON	manufactor inter

#### "Exhibit B"

#### CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding Irrigation (for establishing irrigation only; not continuing irrigation) Mixing Concrete Mobile Car Washing Special Events Street Sweeping Water Tanks Water Trucks Window Washing

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

#### "Exhibit C"

#### Date

Name of Responsible Party Company Name and address Account Number:

Subject:

Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter #\_\_\_\_\_\_, located at <u>(Meter location address)</u> ends in 60 days and will be removed on or after <u>(Date authorization expires)</u>. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department Attn: Meter Services 2797 Caminito Chollas San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx + xxxx.

#### Sincerely,

City of San Diego Water Department

City of San Diego	Hydrant Meter	(EXHIBIT D)	For Office Use Of NS Req: FHM Fa	
	ocate/Removal R	equest	Date By	
Date:	to (xxx) xx	x-xxxx, mail, or han	nt information then FAX both f d-deliver to the City of San Did 202 Cominite Challes	orm and m ego, Water
Meter Information	Deparmut	evineter Shop at: 2	707 Caminito Chollas San Diego, CA 92105	
Billing Account #:		Requested Mo	ve Date:	
Current Fire Hydrant Meter I	Location:			
New Meter Location: (Attac	h a detailed map, Thomas Bros	map location or co	nstruction drawing.)	
Company Informat	ion			
Mailing Address			·	
City:	State:	Zip Code:	Phone: ( )	
Name and Title of Requesto	<i>r</i> :		Phone: ( )	
Site Contact Name and Title			Phone: ( )	
Pager #:			Cell ( )	
Responsible Party Name au	thorizing relocation fee:		-	
Signature:	Title:		Date:	
-	<b>eter Removal Re</b> t Removal of Above Meter on if different from above:	-	Removal Date:	
Signature:		Title:	Date:	
Phone: ( )		Pager: ( )		
CIS Account #:		ice Use Only ees Amount: \$		
Veter Serial #:		Size:	Make/Style	
vielei Genal #.				and the second second
Backflow #:		Size:	Make/Style	

FHM Relocate\_Removal Form

FHM App Created: 11/2/00-htp

# **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**

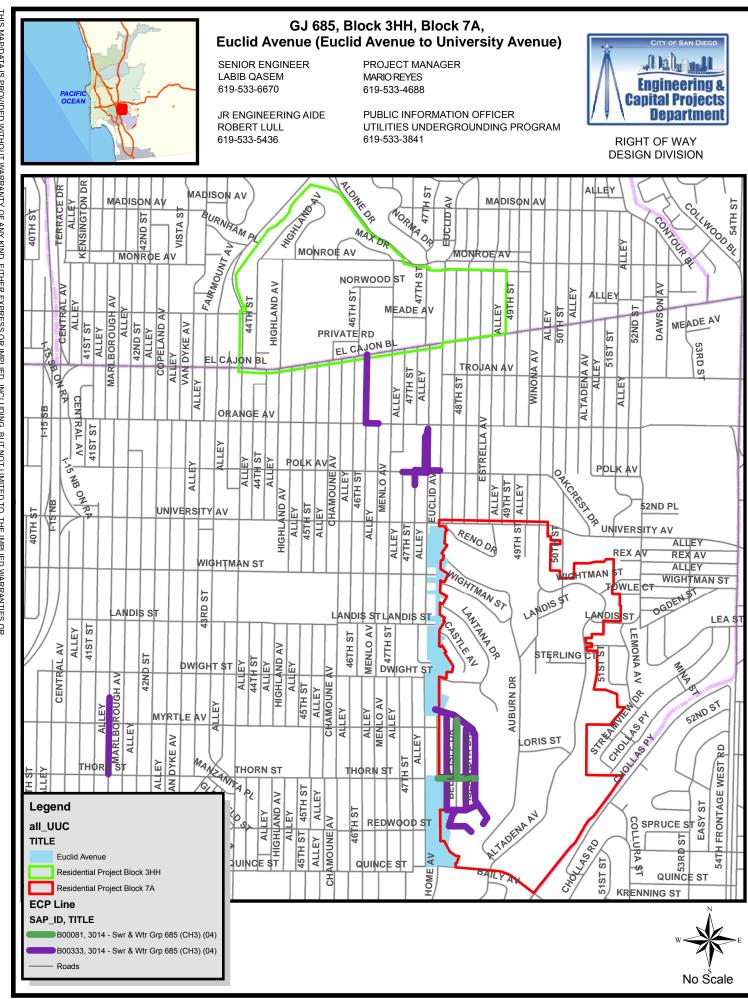
Sample City Invoice

City of	San Diego, Field Engineering Div		Contractor's Name:								
Project	Name:					Contractor's Address:					
SAP No	o. (WBS/IO/CC)										
City Pu	rchase Order No.					Contractor's Phone #: Invoice No.					
Resider	nt Engineer (RE):					Contract	or's Fax #:			Invoice Date:	
RE Pho	nna#•	RE Fax#:				Contact N	Jama.		Billing Po	riod	
KE I IIO	Juc#.	RE Fax#.	Contra	ct Authorizati	on		Estimate	This F	stimate	Totals to	Date
Item #	Item Description	Unit	Qty	Price	Extension		Amount			% / OTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00	/0/211	mount	/0/ Q11	mount	/0/ 211	Tinount
	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
-			, -		++++						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16.000.00	\$16,000.00						
	Field Orders	AL	1	80,000	\$80.000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.1	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.2	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.5	Field Order 4	LS	6,500	\$1.00							
	Certified Payroll	LS	0,300	\$1.400.00	\$6,500.00 \$1,400.00						
12	•	LS	1	\$1,400.00	\$1,400.00						
	CHANGE ORDERS	4 000									
	Order 1	4,890			¢11 <b>35</b> 0 00						
Items 1		LE	120	<b>652.00</b>	\$11,250.00						
	Deduct Bid Item 3	LF 160,480	120	-\$53.00	(\$6,360.00)						
Items 1	e Order 2	100,400			\$95,000.00						
	-5 Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	380		\$78,400.00						
	e Order 3 (Close Out)	-121,500	0	\$3,000.00	\$70,100.00						
0	Deduct Bid Item 3	121,000	53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1	45,000.00							
Items 3	-9		1	-50,500.00	(\$50,500.00)						
								Total			
:	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Orig	inal Contract Amount						Ret	ention and	d/or Escro	w Payment Schee	lule
B. Approved Change Order 1 Thru 3										this billing	
C. Total Authorized Amount (A+B)										PO or in Escrow	
	I Billed to Date									ransfer in Escrow:	
	Total Retention (5% of D)						Ann to Ke	iease to Co	mulactor II	rom PO/Escrow:	
	Total Previous Payments					Contract	on Signat	o and Da	tor		
	nent Due Less Retention					Contract	or Signatu	re and Da			
н. кеп	naining Authorized Amount										

# **APPENDIX E**

# **Adjacent Projects**

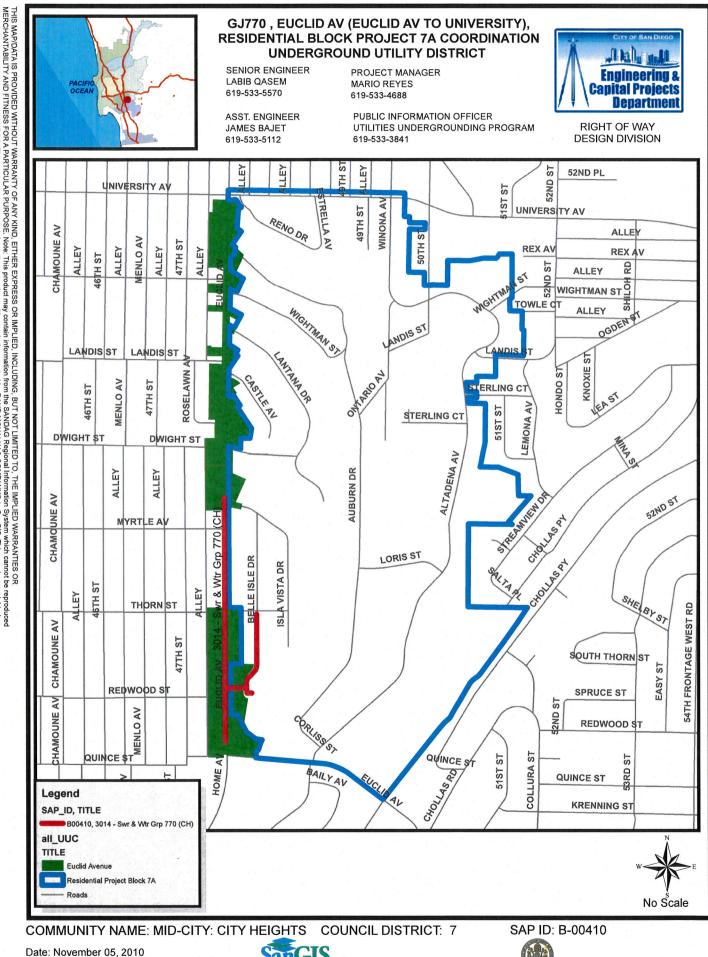
SEWER & WATER GROUP 685 SEWER & WATER GROUP 770



 COMMUNITY NAME: MID-CITY: KENSINGTON-TALMADGE
 COUNCIL DISTRICT: 3, 7
 SAP ID: B-00081 \ B-00333

 AND CITY HEIGHTS
 Appendix F Adjacent Projects Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770
 SAP ID: B-00081 \ B-00333

 Date: November 5, 2010
 Autor Group 685 & Group 3014-Sewer & Water Group 770
 SAP ID: B-00081 \ B-00333



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o Appendix F Adjacent Projects Group 3014-Sewer & Water Group 685 Croup 3014-Sewer & Water Group 770 125 | Page Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

## **APPENDIX F**

Hydrostatic Discharge Form

# <u>APPENDIX</u>

# Hydrostatic Discharge Requirements Certification (Discharge Events < 500,000 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.swrcb.ca.gov/rwqcb9/board\_decisions/adopted\_orders/2002/2002\_0020.shtml), and as follows:

schai	ged water has been dec	hlorinated to below <u>0.1</u>	(mg/l) level; and effluen	t has been maintained	between <u>6 and 9</u> ( <i>PH</i> ) bas	ed on:		rge within le limits?	Comment
/ent #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no	
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
By si	gning, I certify that all			static discharge event	s are correct.	1	8		
rojec	t Name:			_	Work Order No.(s):				

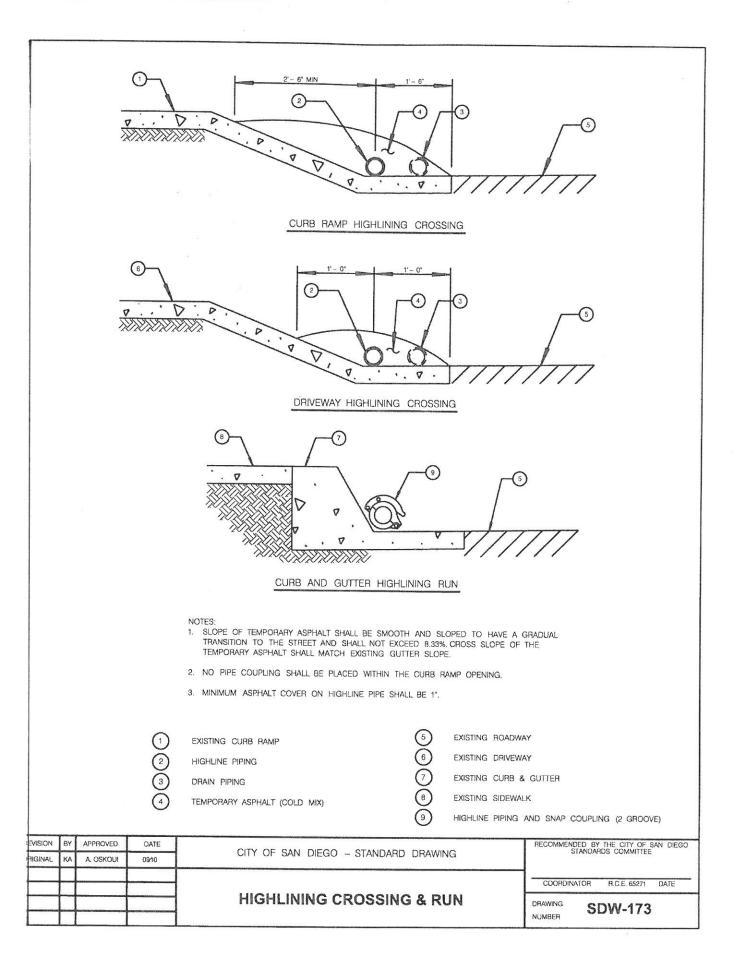
# **APPENDIX G**

# **High-lining Figures**

3		(10)			
REVISION	BY	APPROVED	2 1/2 WTH 3 2" PII 4 2" 90 JOIN 5 2" BA THRE	ING 2-PORT FIRE HYDRANT PORT TO 2" ADAPTER ELBOW READED FITTING PE (GROOVED) ELBOW W/THREADED F FITTINGS CKFLOW PREVENTER W/ ADED JOINT FITTINGS -JOINT COUPLING (2-GROOVE) CITY OF SAN DIEGO – STANDARD DRAWING	DNAL DT SHOWN) FTER
ORIGINAL	KA	A. OSKOUI	0910	2" FIRE HYDRANT HIGHLINING CONNECTION	COORDINATOR R.C.E. 65271 DATE

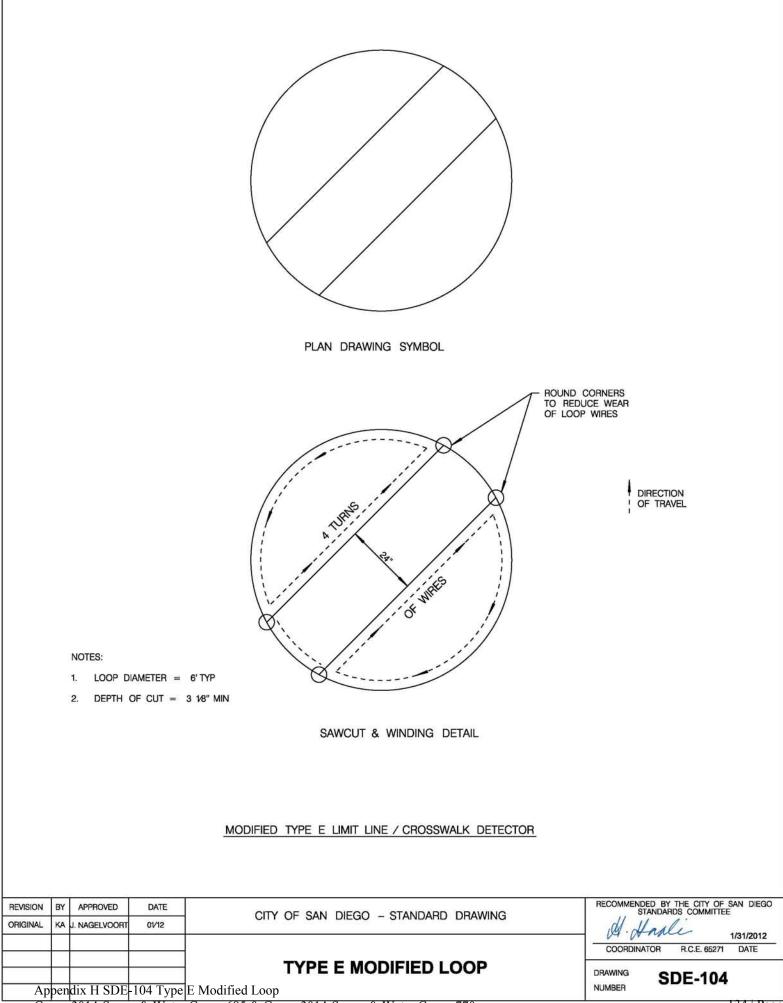
						3
	(	2 P 3 P 4 9 J	EXISTING 3-PORT FIRE HYDRANT PORT ADAPTER ELBOW WTHREADED JOINT FITTING PIPE (GROOVED) MY ELBOW W/THREADED OINT FITTINGS " BACKFLOW PREVENTER WTHREADED JOINT FITTINGS	4* SHUTOFF VALVE W/THREADED JOINT EXISTING CURB & SAW CUT ROADWAY BACKFILL AND TEM ASPHALT SURFACE EXISTING ROADWAY EXISTING CONCRET	GUTTER Y, TRENCH, PORARY	ALK
REVISION BY DRIGINAL KA	APPROVED D/ A. OSKOUI 09	4TE 10	CITY OF SAN DIEGO – STANDARD		RECOMMEN COORDIN DRAWING NUMBER	DED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE ATOR R.C.E. 65271 DATE SDW-171

		OR TO INSTALL IS POINT
COUF COUF COUF COUF JOINT COUF JOINT COUF	DVED 2"x2"x1" TEE W/SNAP-JOINT       (a)       1" 90" ELBOW TO MET (ADAPTERS MAY BE F (ADAPTERS MAY BE F         PELBOW W/THREADED I FITTINGS       (7)       EXISTING WATER MET         (a)       EXISTING WATER MET       (b)         (b)       (c)       (c)         (c)       (c)       (c) <th>REQUIRED) TER ER BOX INNECTION</th>	REQUIRED) TER ER BOX INNECTION
 PROVED DAT	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE COORDINATOR R.C.E. 65271 DATE DRAWING NUMBER



# **APPENDIX H**

**SDE-104 Type E Modified Loop** 



Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

134 Page

# **APPENDIX I**

#### **Hazardous Label/Forms**

# SAMPLE HAZARDOUS WASTE LABEL

F	*****
	HAZARDOUS
	WASTE
	STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES
G	ENERATOR NAME 24 HR
	TY STATE ZIP MO DOCUMENT NO PA RA RA RA RA RA RA RA RA START DATE // /
C	
	VINA NO. WITH PREFIX
	HANDLE WITH CARE!
i.	CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM 1

# If you have an emergency, Call 911

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

<u>Que</u>	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.

<sup>&</sup>lt;sup>1</sup> 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 DESC	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 Field, L	ease, Well #, GIS)	
Please describe the incident and indicate s	pecific causes and area affected. Ph	notos Attached?: 🛛 Yes 🗌 No
Indicate actions to be taken to prevent sim	ilar releases from occurring in the fu	iture.

# 2. ADMINISTRATIVE INFORMATION

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

## 3. CHEMICAL INFORMATION

Chemical	Quantity	$_{\rm GAL}$	LBS	□ <sub>FT<sup>3</sup></sub>
Chemical	Quantity	GAL	LBS	□ <sub>FT<sup>3</sup></sub>
Chemical	Quantity	GAL	LBS	□ <sub>FT<sup>3</sup></sub>
Clean-Up Procedures & Timeline:				
	1			
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 OES (use 24 hr time) OES NOTIFIED (use 24 hr time) CONTROL NO.
C		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       SOLID       LIQUID       GAS
		ENVIRONMENTAL CONTAMINATION       TIME OF RELEASE       DURATION OF RELEASE         AIR       WATER       GROUND       OTHER       DURATION
	]	ACTIONS TAKEN
E		
		KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)  ACUTE OR IMMEDIATE (explain)
F		CHRONIC OR DELAYED (explain)
		NOTKNOWN (explain)
		ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS
0	•	
	] 📖	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)
F		
		CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information
1		submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type)
		SIGNATURE OF REPORTING FACILITY REPRESENTATIVE DATE:

# EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

## **GENERAL INFORMATION:**

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

#### **BASIC INSTRUCTIONS:**

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

#### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

#### MAIL THE COMPLETED REPORT TO:

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

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

# **APPENDIX J**

## Agreement For Application of Emulsion-Aggregate Slurry

Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

#### AGREEMENT FOR APPLICATION OF EMULSION-AGGREGATE SLURRY

## RELATED TO: Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

THIS Agreement for Application of Emulsion-Aggregate Slurry Related to Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770 [Agreement] is made and entered into by and between the City of San Diego [City] and [\*Insert name of Contractor\*] [Contractor] (collectively referred to herein as "the Parties").

#### RECITALS

A. WHEREAS, on or about [\*Insert date\*], the City and the Contractor entered into an agreement for the construction of Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770 [Contract], SAP No. B-00333, B-00081, B-00410, B-00099, Bid No. K-13-5137-DBB-3.

B. WHEREAS, in accordance with the terms of the Contract, the City and the Contractor agreed that the slurry sealing work described in Section 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion – Aggregate Slurry* would not be performed during the months of November, December, January, February, and/or March [Winter Months].

C. WHEREAS, work progressed in accordance with the Contract such that the slurry sealing work would, in the absence of the Parties' agreement to the contrary, be performed during the Winter Months.

D. WHEREAS, the City and the Contractor desire to enter into this Agreement in order to fulfill their obligations under 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion – Aggregate Slurry* of the Contract.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties as set forth in the above Recitals, which are incorporated herein by this reference, the City and the Contractor agree as follows:

#### **ARTICLE I - WORK TO BE PERFORMED**

#### **1.1 Performance of Work.**

The Contractor agrees to perform all slurry sealing work as set forth in Sections 302-4 and 600-3 of the Contract and *sheet 33561-08-D of Sewer & Water Group 770 plans* and *sheet 31952-18-D of Sewer & Water Group 685 plans* [Slurry Work], which is/are incorporated by this reference as though fully set forth herein. The Slurry Work shall be performed in accordance with the Schedule of Work, attached hereto as "Exhibit A" and incorporated herein by this reference, or as otherwise agreed to by the Parties in a written change to the Schedule of Work. Unless otherwise specified, the time of completion of this Agreement shall be expressed in Working Days.

For the purposes of this Agreement:

- a) References in the specified sections to the "Agency" shall mean the City and the "Work" shall mean the Slurry Work.
- b) References to the specified sections shall mean sections of the GREENBOOK (Standard Specifications for Public Works Construction), the City Supplement, and Supplementary

Special Provisions under the editions specified in the Contract.

#### **1.2 Working Day.**

See the City Supplements, Section 1-2, TERMS AND DEFINITIONS. The Engineer will make a daily determination of each Working Day to be charged against the Agreement time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing allowable number of Working Days of Agreement time, including any adjustments, at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Agreement time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

#### **1.3 Prosecution of Slurry Work.**

Section 6-2, Prosecution of Work is incorporated into this Agreement by this reference as though fully set forth herein.

#### **1.4 Project Site Maintenance.**

Section 7-8 of the Contract, Project Site Maintenance is incorporated into this Agreement by this reference as though fully set forth herein.

#### **1.5 Protection and Restoration of Existing Improvements.**

Section 7-9 of the Contract, Protection and Restoration of Existing Improvements is incorporated into this Agreement by this reference as though fully set forth herein.

#### **1.6 Public Convenience and Safety.**

Section 7-10 of the Contract, Public Convenience and Safety is incorporated into this Agreement by this reference as though fully set forth herein.

#### **1.7** Completion, Acceptance, and Guarantee.

The Engineer will inspect the Slurry Work in accordance with Section 302-4 and 600-3 of the Contract. The Contractor shall provide the Engineer with written notice that the Slurry Work has been completed. If the Engineer determines that the Slurry Work has been completed to the Engineer's reasonable satisfaction and is ready for acceptance, the Engineer will accept the completed Work by sending written notice to the Contractor specifying the date of acceptance. All Slurry Work shall be subject to the warranty requirements of the Contract as specified in Section 6-8, COMPLETION, ACCEPTANCE, AND WARRANTY.

#### **1.8 Payment to Contractor.**

Upon completion of the Slurry Work, the City will pay the Contractor for slurry work, bonds, insurance, and traffic control I accordance with the applicable sections of the Contract.

#### **1.9 Delays and Extensions of Time.**

Section 6-6, Delays and Extensions of Time is incorporated into this Agreement by this reference as Though fully set forth herein.

#### 1.10 Liquidated Damages.

Section 6-9, Liquidated Damages is incorporated into this Agreement by this reference as though fully set forth herein.

#### ARTICLE II - BOND/INSURANCE/INDEMNIFICATION

#### 2.1 Faithful Performance Bond.

Prior to execution of this Agreement, the Contractor shall provide the City with a faithful performance bond [Bond] in the amount of \$[\*insert amount of Contractor's bid item for slurry work], guaranteeing faithful performance of all Slurry Work, within the time prescribed in this Agreement, in a manner satisfactory to City, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods set forth in this Agreement. The Bond shall comply with Section 2-4, BONDS of the Contract.

#### 2.2 Insurance.

Section 7-3, Liability Insurance is incorporated into this Agreement by this reference as though fully set forth herein. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage required by Section 7-3, LIABILITY INSURANCE of the Contract for:

- a. Commercial General Liability.
- b. Commercial Automobile Liability.
- c. Worker's Compensation.

All policies must be primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement, which shall be submitted to the City. The policies shall not be canceled, non-renewed, or materially changed except after 30 days prior written notice by the Contractor or the insurance carrier to the City by certified mail, except for non-payment of premium, in which case 10 days notice shall be provided.

#### 2.3 Indemnification.

Section 7-15, Indemnification and Hold Harmless Agreement is incorporated into this Agreement by this reference as though fully set forth herein.

#### **ARTICLE III - DEFAULT/TERMINATION**

#### **3.1 Default by Contractor.**

Section 6-4, Default by Contractor is incorporated into this Agreement by this reference as though fully set forth herein.

#### **3.2 Termination of Agreement.**

Section 6-5, *Termination of Contract* is incorporated into this Agreement by this reference as though fully set forth herein.

#### **ARTICLE IV - CONTRACTOR OBLIGATIONS**

#### 4.1 Compliance with the City's Equal Opportunity Contracting Program.

The Contractor and each Subcontractors shall comply with the City's Equal Opportunity Contracting Program requirements which the Contractor acknowledges receiving in conjunction with the Contract.

#### 4.2 Non-Discrimination Ordinance.

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 Section shall be considered a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Contractor and Subcontractors, and Suppliers.

#### 4.3 Compliance Investigations.

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. 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 sections 22.3501-22.3517.) 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 Ordinance apply only to violations of the Nondiscrimination Ordinance.

#### 4.4 Drug-Free Workplace.

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace form.

The Contractor further certifies that any subcontract for this Agreement shall contain language that binds the Subcontractor to comply with the drug-free workplace requirements of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractor and Subcontractors shall be individually responsible for their own drug-free work place program.

#### 4.5 Compliance with Controlling Law.

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including the California Labor Code. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

#### **ARTICLE V - GENERAL PROVISIONS**

#### 5.1 Jurisdiction, Venue, and Attorney's Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

#### 5.2 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

#### 5.3 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

#### 5.4 No Waiver.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

#### 5.5 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

#### 5.6 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision, which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

#### 5.7 City Acts/Approvals.

Whenever an act or approval is required by the City in accordance with the terms of this Agreement, the Public Works Department Director or duly designated representative shall perform act or approval.

#### 5.8 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, by and through its Public Works Department Director in accordance with Resolution No. [\*Insert resolution number authorizing underlying construction contract\*], and by Contractor.

#### THE CITY OF SAN DIEGO

Dated: By:

[\*Insert name and title\*]

#### CONTRACTOR

Dated: By:

[\*Insert name and title\*]

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_\_, 20\_\_\_\_\_.

JAN I GOLDSMITH, City Attorney

By:

Deputy City Attorney

#### EXHIBIT A SCHEDULE OF WORK

[\*Insert Schedule Showing Time (in Working Days) in Which Work is to be Performed\*]

#### **APPENDIX K**

Sample Archaeology Invoice

#### (FOR ARCHAEOLOGY ONLY) Company Name

#### Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer City of San Diego Field Engineering Division 9485 Aero Drive San Diego, CA 92123-1801

Project Name: Insert Project Name

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

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

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

Total this invoice:\$\_\_\_\_\_Total invoiced to date:\$\_\_\_\_\_\_

#### Note 1:

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

#### Note 2:

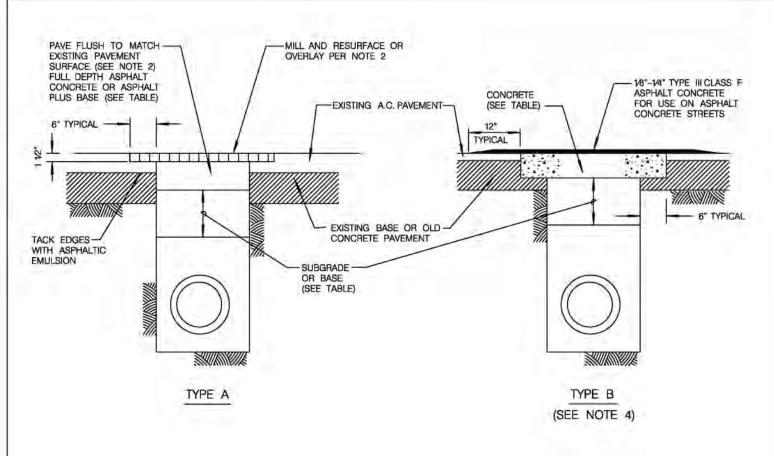
For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

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

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

#### APPENDIX L

**Standards Drawings** SDG-107 and SDG-108

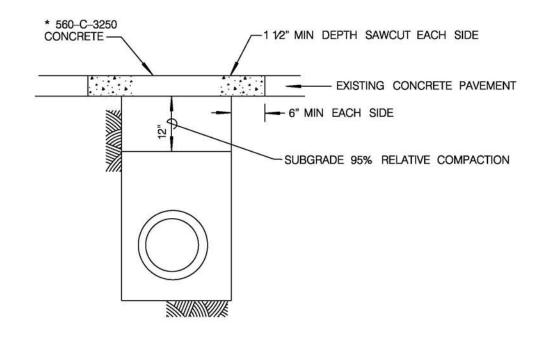


		TYPE B	
	ASPHALT	ASPHALT PLUS BASE	CONCRETE
MIX DESIGN	3/4" TYPE III CLASS B3	3/4" TYPE III CLASS B3 PLUS CLASS II BASE	560-C-3250
ALLEYS	8.0"	ASPHALT THICKNESS TO EQUAL	5.5"
LOCAL THROUGH 4 LANE COLLECTORS	10.0"	EXISTING PLUS 1", MIN 4" TO MAX. 9"	7.0"
MAJOR	12.0"	COMBINED ASPHALT PLUS BASE 18" MIN.	9.0"

#### NOTES:

- ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN 100 FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
- 2. ASPHALT TRENCH CAPS IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 DAYS AFTER INITIAL ASPHALT PLACEMENT.
- 3. 560-C-3250 CONCRETE TREATED WITH A MINIMUM 2% CALCIUM CHLORIDE SOLUTION IN ACCORDANCE WITH 201-1 OR 650-CW-4000 (WO CC) CONCRETE MAY BE OPENED TO TRAFFIC 3 DAYS AFTER IT IS PLACED. 650-CW-4000 CONCRETE TREATED IN SAME MANNER (WCC) MAY BE OPENED TO TRAFFIC 24 HOURS AFTER IT IS PLACED. CONCRETE SPECIFIED BY ALTERNATE CLASS OR OTHERWISE CONTAINING FLY ASH IS NOT ALLOWED.
- 4. USE TYPE "A" UNLESS OTHERWISE SHOWN ON THE PLANS OR AS DIRECTED BY THE CITY ENGINEER.

REVISION ORIGINAL	BY	APPROVED J.P. CASEY	DATE 1/24/89	CITY OF SAN DIEGO - STANDARD DRAWING		DED BY THE CITY OF SAN DIEGO
UPDATED	KA	J. NAGELVOORT	01/12	TRENCH RESURFACING FOR ASPHALT	COORDINA	TOR R.C.E. 85271 DATE
			1	CONCRETE SURFACED STREETS	DRAWING	SDG-107
Appendix	LS	Standard Drav	vings SDG-1	07 and SDG-108	NUMBER	
Group 30	14-	Sewer & Wat	er Group 685	& Group 3014-Sewer & Water Group 770	2	154   Page



#### NOTES

- 1. EXISTING CONCRETE PAVEMENT SHALL BE REMOVED.
- 2. PRIOR TO PLACING CONCRETE, PAVEMENT EDGES SHALL BE TRIMMED TO NEAT HORIZONTAL AND VERTICAL LINES.
- 3. UNLESS OTHERWISE SPECIFIED, CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" FOR ALLEYS, 7" FOR LOCAL THROUGH FOUR LANE COLLECTOR STREETS AND 9" THICK FOR ALL MAJOR OR GREATER STREET CLASSIFICATIONS.
- 4. ANY STREET TRENCH 7' IN WIDTH OR GREATER AND LONGER THAN 100' IN LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113). STREET TRENCH SECTIONS 7' IN WIDTH OR GREATER BUT LESS THAN 100' IN OVERALL LENGTH SHALL BE RESURFACED TO A THICKNESS OF 1" GREATER THAN REQUIRED BY NOTE 3 ABOVE.
- \* IN FOUR-LANE MAJOR OR GREATER STREETS, AN APPROVED SET ACCELERATING ADMIXTURE SUCH AS CALCIUM CHLORIDE, SHALL BE USED IN THE CONCRETE.

REVISION	BY	APPROVED J.CASEY	DATE 01/89	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
UPDATED	KA	J. NAGELVOORT	01/12	TRENCH RESURFACING FOR PCC	Of         Market         1/31/2012           COORDINATOR         R.C.E. 65271         DATE	
				SURFACED STREETS	DRAWING SDG-108	
Appendix	Appendix L Standard Drawings SDG-107 and SDG-108					

Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

# **City of San Diego**

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov Phone No. (619) 533-3481, Fax No. (619) 533-3633

# **ADDENDUM "A"**

FOR



## GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-SEWER & WATER GROUP 770

BID NO.:	K-13-5137-DBB-3
SAP NO. (WBS/IO/CC).:	B-00333 / B-00081 / B-00410 / B-00099
CLIENT DEPARTMENT:	2011, 2013
COUNCIL DISTRICT:	3 & 7
PROJECT TYPE:	KB, JA

## **BID DUE DATE:**

2:00 PM FEBRUARY 20, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

## A. CHANGES TO CONTRACT DOCUMENTS

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

## B. VOLUME 1

1. To SLBE-ELBE Special Notice, Pages 6 through 11, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 of 21 through 21 of 21.

Tony Heinrichs, Director Public Works Department

Dated: *January 23, 2013* San Diego, California

TH/NB/egz/rir

### SPECIAL NOTICE SMALL LOCAL BUSINESS ENTERPRISES (SLBE) AND EMERGING LOCAL BUSINESS ENTERPRISES (ELBE) PROGRAM

- 1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
  - **1.1.** The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

### 2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.

To the EOCP General Requirements, Pages 2-10, DELETE in its entirety and SUBSTITUTE with the following:

### A. INTRODUCTION.

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

#### **B. GENERAL.**

- 1. The City of San Diego promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment.
- **C. DEFINITIONS.** For the purpose of these requirements:
  - 1. Terms "Bid" and "Proposal," "Bidder" and "Proposer," "Subcontractor" and "Subconsultant," "Contractor" and "Consultant," "Contractor" and "Prime Contractor," "Consultant" and "Professional Service Provider," "Suppliers" and "Vendors," "Suppliers" and "Dealers," and "Suppliers" and "Manufacturers" may have been used interchangeably.

2. The following definitions apply:

**Emerging Business Enterprise (EBE)** means a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE)** means a Local Business Enterprise that is also an Emerging Business Enterprise.

**Minority Business Enterprise (MBE)** means a certified business which is at least 51% owned by African Americans, American Indians, Asians, Filipinos, Latinos, or combination and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least 51% of the stock shall be owned by, and the business operated by, one or more members of the identified ethnic groups.

**Women Business Enterprise (WBE)** means a certified business which is at least 51% owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least 51% of the stock shall be owned by, and the business operated by, one or more women.

**Disadvantaged Business Enterprise (DBE)** means a certified business which is at least 51% owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least 51% of the stock shall be owned by, and the business operated by, socially and economically disadvantaged individuals.

**Disabled Veteran Business Enterprise (DVBE)** means a certified business which is at least 51% owned and operated by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies) The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Other Business Enterprise (OBE)** means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

**Small Business Enterprise (SBE)** means a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a Disabled Veteran Business Enterprise by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE)** means a Local Business Enterprise that is also a Small Business Enterprise.

## 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 on-site 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.

## F. SUBCONTRACTING.

- 1. The City encourages all eligible business enterprises to participate in City contracts as Contractor, Subcontractor, and joint venture partner with the Contractor, Subcontractors, or Suppliers. The Contractor is encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.
- 2. For subcontractor participation level requirements, see the Notice Inviting Bids, RFP, or Special Notice included in the Contract Documents where applicable.
- 3. For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Type II Bid Items in the calculation. Allowance Type I Bid Items are part of the Base Bid integral to the SOW.
- 4. Each joint venture partner shall be responsible for a clearly defined scope of work. In addition, an agreement shall be submitted, signed by all parties, identifying the extent to which each joint venture partner shares in ownership, control, management, risk and profits of the joint venture.

## G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

- 1. The Bidders shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
- 2. The Bidders shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents i.e., a subcontractors list.
- 3. The subcontractor list shall include the Subcontractor's name, tax identification number, telephone number including area code, physical and Email addresses, scope of work, the dollar amount of the proposed subcontract, Subcontractor's certification status, and name of the certifying agency.
- 4. The listed Subcontractor shall be appropriately licensed pursuant to the Contractor License Law.
- 5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

## H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

- 1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
- 2. Request for Subcontractor or Supplier substitution shall be made in writing to the Public Works Contracting Group, Attention Contracts Specialist, 1010 Second Avenue, Suite 1400, San Diego, CA 92101 with a copy to the Engineer.

- 3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project, written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the work to be performed.
- 4. Written approval of the substitution request shall be received by the Contractor, from the City or its authorized officer, prior to any unlisted Subcontractor or Supplier performing work on the Project.
- 5. Substitution of Subcontractors and Suppliers without authorization shall subject the Contractor to those penalties set forth in Public Contract Code §4110.
- 6. Requests for Supplier substitution shall be made in writing at least 10 days prior to the provision of materials, supplies or services by the proposed Supplier, and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
- 7. A Contractor whose Bid is accepted may not:
  - 1. Substitute a person as Subcontractor or Supplier in place of the Subcontractor, Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - a) When the Subcontractor or Supplier listed in the Bid after having a reasonable opportunity to do so fails or refuses to execute a written contract with the Contractor, when that written contract, based upon the Contract Documents or the terms of that Subcontractor's or Supplier's written bid is presented to the Subcontractor or Supplier by the Contractor.
    - b) When the listed Subcontractor or Supplier becomes bankrupt or insolvent.
    - c) When the listed Subcontractor or Supplier fails to perform its contract.
    - d) When the listed subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
    - e) When the Contractor demonstrates to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
    - f) When the listed Subcontractor is not licensed pursuant to the contractors license laws.
    - g) When the listed Subcontractor is ineligible to work on a public works project pursuant to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.

- h) When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- i) When the City, or it's duly authorized officer, determines that the work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the work.
- 2. Permit a contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original bid without the consent of the City, or it's duly authorized officer.
- 3. Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the work, or contract for materials or supplies in excess of 0.5% of the Contractor's total bid or \$10,000, whichever is greater as to which his or her original bid did not designate a Subcontractor or Supplier.
- 8. Following receipt of notice from the Contractor of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on the Contractor's request for substitution.

## I. PROMPT PAYMENT.

- 1. The Contractor or Subcontractor shall pay to any subcontractor, not later than 7 days of receipt of each progress payment, unless otherwise agreed to in writing; the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In cases of subcontractor performance deficiencies, the Contractor shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, the Contractor shall pay the Subcontractor the amount previously withheld within 14 days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

## J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

- 1. The City will hold retention from the Contractor and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work, and pay retention to the Contractor based on these acceptances.
- 2. The Contractor or Subcontractor shall return all monies withheld in retention from a Subcontractor within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
- 3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating the Contractor or Subcontractor to the penalties, sanctions and other remedies specified in §7108.5 of the Business and Professions Code.
- 4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.
- **K. CERTIFICATION.** The City accepts certifications of MBE, WBE, DBE, or DVBE by any of the following methods:
  - 1. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
  - 2. Current MBE or WBE certification from the California Public Utilities Commission. Additional information may be obtained from:

http://www.cpuc.ca.gov/PUC/SupplierDiversity/CertInfo.htm;

3. Current MBE certification from the San Diego Regional Minority Supplier Diversity Council. Additional information may be obtained from:

www.supplierdiversitysd.org;

4. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060 or go to their link at:

http://www.pd.dgs.ca.gov/smbus/default.htm.

5. Current certification by the City of Los Angles as DBE, WBE or MBE. For more information go to:

http://bca.lacity.org/index.cfm?nxt\_body=tutorials\_c.cfm

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification shall be submitted as required.

## L. CONTRACT RECORDS AND REPORTS.

- 1. The Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
- 2. The Contractor shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than 5 years after Notice of Completion; and allow access to said records by the City's authorized representatives.
- 3. The Contractor shall submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:
  - 1. *Monthly Employment Utilization*. You and your Subcontractors and Suppliers must submit *Monthly Employment Utilization Reporting* by the 5<sup>th</sup> day of the subsequent month.
  - 2. *Monthly Payment*. You and your Subcontractors and Suppliers must submit *Monthly Payment Reporting* by the 5<sup>th</sup> day of the subsequent month.

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both

## **3.** AMENDMENTS TO THE CITY'S EOCP SLBE-ELBE REQUIREMENTS.

To the SLBE-ELBE Program Requirements, Pages 12-20, DELETE in its entirety and SUBSTITUTE with the following:

## THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOC REQUIREMENTS FOR CONTRACTS SUBJECT TO SLBE-ELBE REQUIREMENTS.

## A. GENERAL:

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.

- 2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
- 3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competition are specified in the Notice Inviting Bids.
- 4. The Bidders shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE subcontractor participation identified for this project.
- 5. Failure to subcontract the specified minimum (i.e., mandatory) percentages of Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist.
- 6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website: <u>http://www.sandiego.gov/eoc/boc/slbe.shtml</u>.
- 7. At the City's sole discretion, these requirements may be waived in advance on projects deemed inappropriate for subcontracting participation.
- **B. DEFINITIONS**. The following definitions shall be used in conjunction with these specifications:

**Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.

**Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors.

Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

**Good Faith Efforts**. (**GFE**) – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.

**Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.

**Joint Venture** - An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

**Local Business Enterprise ("LBE")** - A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.

**Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.

Protégé – A firm that has been approved, is an active participant in the City's Mentor-Protégé Program, has signed the required program participation agreement and has been assigned a mentor.

**Significant Employee Presence** – No less than 25% of a firm's total number of employees are domiciled in San Diego County.

- **C. SUBCONTRACTOR PARTICIPATION.** SLBE–ELBE firms will be recognized as participants in the Contract according to the following criteria:
  - 1. For credit to be allowed toward respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.

- 2. The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by the Contractor to be responsible for execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
- 3. If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 with the Bid.
  - 1. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - 2. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward For the purposes of counting SLBE-ELBE SLBE participation. participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of suppliers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
  - 3. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- 4. If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA35 with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:

- 1. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular contract, and there cannot be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
- 2. The SLBE-ELBEE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- 3. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- 4. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator, who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- 5. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
- 6. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE, so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

## D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,000,000 and above include a mandatory subcontractor participation requirement for SLBE–ELBE firms.
  - a) The Bidder shall achieve the mandatory subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 and AA40 as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.

- 2. Contracts Valued over \$500,000 and under \$1,000,000 shall include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory subcontracting participations.
  - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
  - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
  - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Minor Public Works Projects Contracts valued over \$250,000 up to \$500,000 will be considered Minor Construction Projects and will be awarded through a competitive bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in "Major Public Works Projects" sections above.
- 4. Contracts valued at \$250,000 and below will also be considered Minor Construction Projects and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in Major Public Works Projects above.

## E. JOINT VENTURES.

- 1. The City may allow for Joint Venture bid discounts on some contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City contracts may partner with a certified SLBE or ELBE to compete for contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint

Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:

- 1. Detailed explanation of the financial contribution for each partner;
- 2. List of personnel and equipment used by each partner;
- 3. Detailed breakdown of the responsibilities of each partner;
- 4. Explanation of how the profits and losses will be distributed;
- 5. Description of the bonding capacity of each partner; and
- 6. Management or incentive fees available for any one of the partners (if any).
- 4. Commercially Useful Functions Performed by Joint Venture Partners Each Joint Venture partner shall perform a "commercially useful function" as the term is defined herein. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a "commercially useful function".
- 5. License Requirements Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
- 6. Delineation of Work The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This work shall be of the similar type of work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
- 7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
  - 1. The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
  - 2. The SLBE or ELBE partner shall perform work that is commensurate with its experience.
  - 3. The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
  - 4. The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

## F. MAINTAINING PARTICIPATION LEVELS.

- 1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins the Contractor shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. The Contractor shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
- 2. If the City modifies the original scope of Work, the Contractor shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels shall be reduced, approval shall be received from the City prior to making changes.
- 3. The Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE subcontractor. Failure to do so shall constitute a material breach of the Contract.
- 4. If the Contractor fails to maintain the SLBE-ELBE participation listed at the time the contract is awarded, and has not received prior approval from the City, the City may declare the Contractor in default of its contract with the City.
- 5. The Contractor shall submit its Final Payment Report including all subcontracting activities to the City within 15 days after the Work has been accepted. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Payment Reporting prior to approval and release of final retention to the Contractor. In the event such withheld retention includes sums that are due to Subcontractors for successfully completed work, the City may authorize payment by the City of that portion of the withheld retention via a joint check.

## G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

- 1. Documentation of Bidder's subcontracting efforts will be reviewed by EOCP to verify that the Bidder made subcontracting opportunities available to a broad base of qualified subcontractors, negotiated in good faith with interested subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
- 2. The GFE are required methods to ensure that all ELBE and SLBE firms have the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts also known as affirmative steps represent GFE to attract and utilize ELBE and SLBE firms:
  - 1. Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.

- 2. Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 10 Working Days before the Bid or Proposal due date.
- 3. Consider in the contracting process whether firms competing for large contracts could subcontract with SLBE-ELBE firms.
- 4. Encourage contracting with a consortium of ELBE-SLBE firms when a contract is too large for one of these firms to handle individually.
- 5. Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
- 6. If the Contractor awards subcontracts, it shall require the Subcontractors to take the steps in subparagraphs (a)-(e) of this subsection.

## H. GOOD FAITH EFFORT DOCUMENTATION.

If the specified SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit information necessary to establish adequate GFE were taken to meet the contract subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" for the documentation requirements posted on the City's website at the time of Bid.

- I. SUBCONTRACTOR SUBSTITUTION. Evidence of fraud or discrimination in substitution of subcontractors will result in sanctions including assessment of penalty fines, termination of contract or debarment. This section does not replace applicable California Public Contract Code.
- J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD. Falsification or misrepresentation of a sub-agreement as to company name, contract amount or actual work performed by Subcontractor, or any falsification or fraud on the part of Bidders in the submission of documentation and forms pursuant to this program, will result in sanctions against the Bidder including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by Bidders to avoid subcontracting with certain categories of subcontractors on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability, shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).
- **K. RESOURCES.** The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website: <u>http://www.sandiego.gov/eoc/boc/slbe.shtml</u>

- 4. **SUBCONTRACTING PARTICIPATION PERCENTAGES.** The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified Subcontractors including SLBEs, ELBEs, DBEs, MBEs, WBEs, DVBEs and OBEs.
  - **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	<b>8.1%</b>
2.	ELBE participation	14.2%
3.	Total mandatory participation	22.3%

- **4.2** For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance Type II in the Bid and Proposal forms) in the calculation. Allowance Type I Bid Items are part of the Base Bid integral to the SOW.
- 5. **PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the Good Faith Effort requirements of this contract.
- 6. **MANDATORY CONDITIONS.** Bid will be declared <u>non-responsive</u> if the Bidder fails the following mandatory conditions.
  - **6.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
  - **6.2.** Bidder's submission of Good Faith Effort documentation 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.
- 7. **BID DISCOUNT.** This contract **is not** subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
- 8. **RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website at <u>http://www.sandiego.gov/eoc/</u>

# **City of San Diego**

CITY CONTACT: <u>CLEMENTINA GIORDANO, CONTRACT SPECIALIST; Email: cgiordano@sandiego.gov</u> <u>Phone: 619-533-3481; Fax: 619-533-3633</u> R.Owen/NB/egz

## **ADDENDUM "B"**





## GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-SEWER & WATER GROUP 770

BID NO.:	K-13-5137-DBB-3
SAP NO. (WBS/IO/CC):	B-00333 / B-00081 / B-00410 / B-00099
CLIENT DEPARTMENT:	2011, 2013
COUNCIL DISTRICT:	9
PROJECT TYPE:	KB, JA

## **BID DUE DATE:**

2:00 PM

FEBRUARY 28, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, 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:

1) For City Engineer

13 Date

Seal:



#### A. <u>CHANGES TO CONTRACT DOCUMENTS</u>

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ABOVE.** 

#### B. <u>VOLUME 1</u>

**1.** To the Cover Page, Council District 3 & 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:

COUNCIL DISTRICT: 9

2. To the Supplemental Special Provisions (SSP), Part 3- Construction Methods, Section 302 – Roadway Surfacing, ADD the following:

#### **302-4.12 RUBBER POLYMER MODIFIED SLURRY (RPMS).**

#### 302-4.12.1 Mixing.

#### **302-4.12.1.1** General.

- a) Proportioning equipment of equal capacity to that described herein will be considered by the City prior to time of award.
- b) The rubberized asphalt slurry surfacing shall be mixed in a continuous, twin shaft, multi-paddle pugmill mixer. The pugmill shall be equipped with a hydraulically controlled steel pugmill gate for positive discharge operations. No dripping slurry will be allowed.
- c) Each Rubberized Slurry surfacing unit shall be equipped with independent storage capabilities for the aggregate, emulsion, crumb rubber, polymer, set-control additives and the carbon black.
- d) Each Rubberized Slurry surfacing unit shall be equipped with a unit designed to store and deliver the various required materials to a twinshafted, multi-paddle pugmill with a computer controlled automatic sequencing system that initiates each material delivery at the precise moment necessary to insure proper proportioning.
- e) Aggregates, asphaltic emulsion, water, polymers, additives, including setcontrol agent, if used, and crumb rubber shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to the other materials of the mixture, in a manner that will result in a uniform and homogenous blend.

f) Asphaltic emulsion shall be added at a rate within the ranges indentified in Table 302-4.122.1(A) of percent by weight of the dry aggregate. The exact weight will be determined by the mix design and the asphalt solids content of the asphaltic emulsion furnished.

Type of Aggregate	Range
Type I	17-20%
Type II	14-17%
Type III	11-14%

TABLE 302-4.122.1(A)

- g) The Aggregate shall be proportioned by a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. The emulsion shall be introduced into the mixer by a positive displacement pump. Water shall be introduced into the mixer through and adjustable multi-spray pugmill bar; water volume shall be displayed by an electric digital meter registering in gallons delivered.
- h) The aggregate belt feeder shall deliver aggregate to the pugmill mixed with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each in duration.
- i) The bitumen ratio (pounds of asphalt per 100 pounds of dry aggregates) shall not vary more than 1.5- pound of asphalt above or 0.6-pound asphalt below the amount designated by the mix design and approved by the Engineer.
- j) The polymer additive and the carbon black shall be delivered to the mixer in the relative proportions required by means of a common shaft, dual pump system. The polymer additive and the carbon black flow rates shall be independently adjustable by means of diaphragm valves and shall be sequenced through the computer controlled auto-sequencing system. The polymer additive and the carbon black shall be blended and mixed prior to their introduction into the pugmill. Introduction into the twin-shafted pugmill shall be done through an injection system, which delivers the blended material to the apex of each mixing shaft immediately prior to the introduction of the asphalt emulsion. The polymer additive and the carbon black delivery system shall each be equipped with digital electronic flow metering devices that can read in gallons per minute.
- k) The crumb rubber delivery system shall be equipped with an air suspension unit designed to prevent clumping or bridging of the rubber material. The air discharges shall be sequenced to avoid over-suspension of the rubber. The rubber shall be delivered to the pugmill by a hydraulically driven auger and shall be initiated through the computer controlled auto-sequencing system.

- The emulsion shall be introduced into the mixer by a positive displacement pump. The emulsion storage shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the level of stored emulsion is lowered to within two inches of the suction line.
- m) A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level.
- n) The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable.
- o) The aggregate feeder shall be directly connected to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with an electronic digital belt. The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of the aggregate being delivered to the pugmill. The device for monitoring depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than 70 percent of the target depth of flow. An additional device shall monitor movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement, as the case may be, shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. To avoid shutdown caused by normal fluctuations in delivery rates, a delay of three seconds between sensing less than desirable storage levels of aggregate or emulsion shall be permitted.
- p) Water delivery shall be adjusted through a diaphragm valve. Water flow rate shall be electronically displayed through a digital meter.
- q) Set control additive flow rate shall be electronically displayed through a digital meter.
- r) The mixer unit shall not be operated unless all electronic display and revolution counters are in good working condition and functioning and all metal guards are in place. All indicators required by these specifications shall be operational at all times.
- s) For each working crew, the Contractor shall have two fully operational mixers and one standby mixer for use at the project site at all times.

#### 302-4.12.2 Application.

#### 302-4.12.2.1 General.

a) The work shall consist of mixing asphaltic emulsions, aggregate, set-control additives, specially produced and graded crumb rubber, and water and spreading the mixture on the pavement where shown marked out in the field, as specified in these special provisions, and as directed by the Engineer. Type II RPMS shall be applied to all streets unless otherwise specified in the proposed work Appendix of the Contract or as directed by the Engineer.

- b) Application rates shall be as follows:
  - 1. The Type I RPMS shall be placed at 9 pounds per square yard based on dry aggregate weight.
  - 2. The Type II RPMS shall be placed at 13.33 pounds per square yard based on dry aggregate weight.
  - 3. The Type III RPMS shall be placed at 15-22 pounds per square yard based on dry aggregate weight.

#### 302-4.12.2.2 Spreading.

- a) Pre-wetting of streets will not be required unless streets are subject to high temperatures and/or dust.
- b) The complete mixture, after addition of water and any set-control agent used, shall be such that the mixture has proper workability and (a) will permit a traffic flow, without pilot-car-assisted traffic on the slurry seal within one hour after placement (at 78 degrees F.) without the occurrence of bleeding separation or other distress, and (b) will prevent development of bleeding, excessive raveling, separation or other distress within 7 days after placing the rubberized asphalt surfacing.
- c) The Rubberized asphalt slurry mixture shall be spread by means of a controlled spreader box. The spreader box shall be capable of spreading traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to positively prevent loss of slurry from the ends of the box. Spreader boxes shall be equipped with reversible motor-driven augers when placing Rubberized Asphalt Slurry. Rear flexible strike-off blades shall make close contact with the pavement, and shall be capable of being adjusted to the various crown shapes so as to apply a uniform surfacing coat. Flexible drags, to be attached to the rear of the spreader box, shall be cleaned daily if problems with cleanliness and longitudinal scouring occur. The spreader box shall be clean, free of all slurry and emulsion, at the start of each work shift.

**302-4.12.3 Rolling.** Pneumatic rolling is required on all streets. Rolling will commence as soon as the RPMS has set sufficiently to prevent any material form adhering to the tires. The RPMS surface shall be rolled by 2-5 times coverage, or as directed by the Engineer. Pneumatic rollers shall be operated at a minimum tire pressure of 60 psi.

#### **302-4.12.4** Measurement and Payment.

- 1. RPMS shall be paid based on the weight of materials, in tons (Tonnes), used in the work, as determined by licensed Weighmaster's Certificates. Upon completion of the Work, the Contractor shall submit to the Engineer licensed weighmaster's certificates for material delivered to the Work site and for excess materials not incorporated into the Work. Payment will be determined by deducting the amount of the unused material from the total amount of material delivered.
- 2. The pay quantity for RPMS shall be the total tons used on the project calculated using the aforementioned procedure. Such price shall include full compensation for striping and specified surface preparation not included in other bid items, removals, sweeping, aggregate required in the mix design, and for constructing the RPMS in place.
- **3.** To the Supplemental Special Provisions (SSP), Appendix J, pages 141 through 149, **DELETE** in their entirety.

#### C. <u>VOLUME 2</u>

1. To the Bidding Documents, **Proposal (BID)**, pages 10 through 17, **DELETE** in its entirety and **SUBSTITUTE** with Page 8 of 15 through 15 of 15 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: *February 13, 2013* San Diego, California TH/NB/egz/lji

#### **PROPOSAL (BID)**

The Bidder agrees to the construction of **GROUP 3014-SEWER & WATER GROUP 658 & GROUP 3014-SEWER & WATER GROUP 770**, 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			
GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-SEWER AND WATER GROUP 770										
SEWER & WATER GROUP 685 BASE BID										
1.	1	LS	237310	7-10.2.7	Traffic Control		\$			
2.	1	LS	541330	7-10.2.7	Traffic Control Design		\$			
3.	1	AL	237310	7-10.5.4	Portable Changeable Message Signs (PCMS) (TYPE I ALLOWANCE)		\$7,000.00			
4.	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$			
5.	1	LS	237110	9-3.4.1	Mobilization		\$			
6.	1	LS	237110	2-4.1	Bonds (Payment and Performance)		\$			
7.	1	AL	237110	9-3.5	Field Orders (TYPE II ALLOWANCE)		\$165,730.00			
8.	5	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$			
9.	4	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$	\$			
10.	55	TON	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II (RPMS) and Striping	\$	\$			
11.	63	TON	237310	302-4.5	AC Patching for Slurry Seal	\$	\$			
12.	2,200	SF	237310	302-5.1.2	Damaged AC Pavement Replacement	\$	\$			
13.	2,000	SF	237310	302-5.1.2	Pavement Restoration Adjacent to the Trench	\$	\$			
14.	4,600	LF	237310	302-1.12	1-1/2 Inch Cold Milling Asphalt Concrete Pavement	\$	\$			
15.	877	TON	237310	302-5.9	1-1/2 Inch AC Overlay and Striping	\$	\$			
16.	3,000	SF	237310	302-6.8	Concrete Pavement Replacement	\$	\$			
17.	7,688	SY	237310	302.7.4	Pavement Fabric	\$	\$			
18.	300	SF	237310	303-5.9	Alley Apron	\$	\$			

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
19.	13	EA	237310	303-5.9	Contractor Date Stamp & Impression	\$	\$
20.	200	LF	237310	303-5.9	Additional Curb and Gutter	\$	\$
21.	500	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$	\$
22.	4	EA	237310	303-5.10.2	Curb Ramp Type A w/ Composite Detectable Warning Tiles	\$	\$
23.	6	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Composite Detectable Warning Tiles	\$	\$
24.	1	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles	\$	\$
25.	12	EA	237310	303-5.10.2	Curb Ramp Type C2 w/ Composite Detectable Warning Tiles	\$	\$
26.	6	EA	237310	303-5.10.2	Curb Ramp Type D w/ Composite Detectable Warning Tiles	\$	\$
27.	1	EA	237310	303-5.10.2	Curb Ramp B-Case w/ Composite Detectable Warning Tiles	\$	\$
28.	1	LS	237110	306-1.1.6	Trench Shoring		\$
29.	210	CY	237110	306-1.2.1.1	Additional Bedding	\$	\$
30.	2,680	TON	237110	306-1.6	Imported Backfill	\$	\$
31.	454	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
32.	84	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$	\$
33.	8	EA	541370	309-4	Survey Monuments	\$	\$
34.	3	EA	237110	3-3.2.2	Certified Payroll	\$	\$
35.	285	LB	237310	302-13.5	Crack Seal	\$	\$
36.	1	LS	541330	801-9.4	Water Pollution Control Program Development		\$
37.	1	LS	237990	801-9.4	Water Pollution Control Program Implementation		\$
38.	1	LS	238990	803-16	Preparation of Hazardous Waste Management Plan and Reporting		\$
39.	500	TON	238990	803-16	Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil	\$	\$
40.	500	TON	238990	803-16	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	\$	\$
41.	5	DAYS	541330	807-1	Work Suspension - Resources	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
42.	8,303	LF	541330	807-1.2	Archeological and Native American Monitoring Program	\$	\$
43.	3,197	LF	541330	807-1.3	Paleontological Monitoring Program	\$	\$
44.	1	AL	541330	807-1.4	Archeological and Native American Mitigation & Curation (TYPE II ALLOWANCE)		\$10,000.00
45.	70	CY	541330	807-1.5	Paleontological Mitigation Excavation	\$	\$
46.	5,918	LF	237110	306-1.4.8.7	Televising Sewer Mains for Final Acceptance	\$	\$
47.	2,740	LF	237110	306-1.4.8	Cleaning and Televising of Existing Sewer Mains	\$	\$
48.	2,132	LF	237110	306-1.6	8-Inch Sewer Main	\$	\$
49.	482	LF	237110	306-1.6	8-Inch ESVC Sewer Main-concrete encased	\$	\$
50.	3,119	LF	237110	306-1.6	8-Inch Sewer Main, Special Strength SDR-26	\$	\$
51.	200	LF	237110	306-1.6	4-Inch PVC Drain Pipe, Schedule 80	\$	\$
52.	93	LF	237110	306-20.12	8-Inch Special Strength Sewer Main, Directional Drilling	\$	\$
53.	26	EA	237110	306-1.7.1	4-Inch Sewer Lateral & Cleanout (Alley)	\$	\$
54.	70	EA	237110	306-1.7.1	4-Inch Sewer Lateral & Cleanout (Street)	\$	\$
55.	3	EA	237110	306-1.7.1	6-Inch Sewer Lateral & Cleanout (Street)	\$	\$
56.	1	EA	237110	306-1.6	8-Inch Cleanout At End of Mains	\$	\$
57.	47	EA	237110	306-1.7.2.5	4-Inch Sewer Lateral with Private Replumbing	\$	\$
58.	4	EA	237110	306-1.7.2.5	4-Inch Trenchless Method For Private Replumbing	\$	\$
59.	1	EA	237110	306-1.7.3.7	Pump Compensation	\$	\$
60.	1	EA	237110	306-1.7.3.7	Private Pump System for Private Replumbing	\$	\$
61.	31	EA	237110	306-1.8.6	Manholes (4 x3)	\$	\$
62.	1	EA	237110	306-1.8.6	Manhole Vault	\$	\$
63.	25	EA	237110	306-5.3	Abandon Existing Manhole Outside of Trench	\$	\$
64.	4,591	LF	237110	306-5	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	\$	\$
65.	753	LF	237110	306-5	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit	\$	\$
66.	5	EA	237110	306-13	Abandon Water Services (Stiff)	\$	\$
67.	2	EA	237110	306-15	Water Meter Boxes	\$	\$

February 13, 2013

ADDENDUM "B"

Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
68.	3	EA	237110	306-1.8.6	Connection to Existing Manhole & Rechannel	\$	\$
69.	1	EA	237110	500-1.27	Point Repair for Existing 6-Inch Sewer Main	\$	\$
70.	1	LS	237110	804-2.2	Sewer Bypass & Pumping Plan (Diversion Plan)	\$	\$
71.	1,282	LF	237110	306-1.6	8-Inch Water Main, Class 235	\$	\$
72.	29	EA	237110	306-14.1	1-Inch Water Service	\$	\$
73.	1	EA	237110	306-14.1	2-Inch Water Service	\$	\$
74.	4	EA	237110	306-1.6	8-Inch Gate Valve	\$	\$
75.	3	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker	\$	\$
76.	1	EA	237110	306-19	2-Inch Air & Vacuum Valve, Class 205	\$	\$
77.	300	SF	237110	700-1.3.1.4	Pavement Restoration for City Forces Final Connection	\$	\$
78.	5,565	LF	237110	700-1.2.1.3	Removal of High-lining Material	\$	\$
					Estimated Base Bid for Sewer & Water	Group 685:	\$
SEWE	R & WATER	GROU	P 770 BAS	E BID		_	•
79.	1	LS	238210	307	Traffic Signal/Street Light System Restoration		\$
80.	1	LS	541330	7-10.2.7	Traffic Control Design		\$
81.	1	LS	237310	7-10.2.7	Traffic Control		\$
82.	1	AL	237310	7-10.5.4	Portable Changeable Message Signs (PCMS) (TYPE I - ALLOWANCE)		\$5,000.00
83.	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$
84.	1	LS	237110	9-3.4.1	Mobilization		\$
85.	1	LS	237110	2-4.1	Bonds (Payment and Performance)		\$
86.	1	AL	237110	009-3.5	Field Orders (TYPE II - ALLOWANCE)		\$82,000.00
87.	2	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$
88.	1	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$	\$
89.	46	TON	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II (RPMS) and Striping	\$	\$
90.	30	TON	237310	302-4.5	AC Patching for Slurry Seal	\$	\$
91.	272	SF	237310	302-5.1.2	Damaged AC Pavement Replacement	\$	\$
92.	1,736	LF	237310	302-1.12	1-1/2 Inch Cold Milling Asphalt Concrete Pavement	\$	\$
93.	350	TON	237310	302-5.9	1-1/2 Inch AC Overlay and Striping	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
94.	3,082	SY	237310	302-7.4	Pavement Fabric	\$	\$
95.	1	LS	237110	306-1.1.6	Trench Shoring		\$10,000.00
96.	84	CY	237110	306-1.2.1.1	Additional Bedding	\$	\$
97.	925	TON	237110	306-1.6	Imported Backfill	\$	\$
98.	211	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
99.	34	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$	\$
100.	2	EA	237110	3-3.2.2	Certified Payroll	\$	\$
101.	80	LB	237310	302-13.5	Crack Seal	\$	\$
102.	1	LS	541330	801-9.4	Water Pollution Control Program Development		\$
103.	1	LS	237990	801-9.4	Water Pollution Control Program Implementation		\$
104.	1	LS	238990	803-16	Preparation of Hazardous Waste Management Plan and Reporting		\$
105.	350	TON	238990	803-16	Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil	\$	\$
106.	350	TON	238990	803-16	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	\$	\$
107.	5	DAYS	541330	807-1	Work Suspension - Resources	\$	\$
108.	3,950	LF	541330	807-1.2	Archeological and Native American Monitoring Program	\$	\$
109.	2,629	LF	541330	807-1.3	Paleontological Monitoring Program	\$	\$
110.	1	AL	541330	807-1.4	Archeological and Native American Mitigation & Curation (TYPE II - ALLOWANCE)	\$	\$
111.	20	CY	541330	807-1.5	Paleontological Mitigation Excavation	\$	\$
112.	2,839	LF	237110	306-1.4.8.7	Televising Sewer Mains for Final Acceptance	\$	\$
113.	250	LF	237110	306-1.4.8	Cleaning and Televising of Existing Sewer Mains	\$	\$
114.	2,661	LF	237110	306-1.6	8-Inch Sewer Main	\$	\$
115.	178	LF	237110	306-20.12	8-Inch Special Strength Sewer Main, Directional Drilling	\$	\$
116.	6	EA	237110	306-1.7.1	4-Inch Sewer Lateral & Cleanout (Street)	\$	\$
117.	3	EA	237110	306-1.7.1	6-Inch Sewer Lateral & Cleanout (Street)	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
118.	30	EA	237110	306-1.7.2.5	4-Inch Sewer Lateral with Private Replumbing	\$	\$
119.	6	EA	237110	306-1.7.2.5	4-Inch Trenchless Method For Private Replumbing	\$	\$
120.	14	EA	237110	306-1.8.6	Manholes (4 x3)	\$	\$
121.	1	LS	237110	804-2.2	Sewer Bypass & Pumping Plan (Diversion Plan)	$\searrow$	\$
122.	700	LF	237110	306-1.6	8-Inch Water Main, Class 235	\$	\$
123.	26	EA	237110	306-14.1	1-Inch Water Service	\$	\$
124.	1	EA	237110	306-14.1	2-Inch Water Service	\$	\$
125.	2	EA	237110	306-15	Water Meter Boxes	\$	\$
126.	1	EA	237110	306-18	2-Inch Blowoff Valve Assembly	\$	\$
127.	2	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker	\$	\$
128.	1,400	LF	237110	700-1.2.1.3	High-lining Removal by the Contractor	\$	\$
	<sup>*</sup>		I	I	Estimated Base Bid for Sewer & Water	Group 770:	\$
SEWER	R & WATER	GROU	P 685 ADI	DITIVE ALT	ERNATE "A"		
1.	5,565	LF	237110	700-1.2.2.10	Furnishing High-lining Materials	\$	\$
2.	5,565	LF	237110	700-1.2.2.10	High-lining Installation & Dismantling	\$	\$
3.	1	LS	237110	700-1.2.2.10	High-lining Maintenance and Repairs		\$
4.	1	EA	237110	700-1.3.2.10	8-Inch Through 12-Inch Cut-in Tee By Contractor	\$	\$
5.	2	EA	237110	700-1.3.2.10	6-Inch Through 8-Inch Cut-in Tee By Contractor	\$	\$
				<b>Estimated</b> T	otal for Sewer & Water Group 685 Additive Alt	ernate "A":	\$
SEWEF	R & WATER	GROU	P 770 ADI	DITIVE ALT	ERNATE "B"		
1.	1,400	LF	237110	700-1.2.1.10	Furnishing High-lining Materials	\$	\$
2.	1,400	LF	237110		High-lining Installation & Dismantling	\$	\$
3.	1	LS	237110		High-lining Maintenance and Repairs		\$
Estimated Total for Sewer & Water Group 770 Additive Alternate "B":							
		0					r
ESTIMATED TOTAL BASE BID FOR GROUP 3014 (SEWER & WATER GROUP 685 PLUS SEWER & WATER GROUP 770 PLUS ADDITIVE ALTERNATE(S) "A" and "B"):							

TOTAL BID PRICE FOR BID (Sewer & Water Group 685 Base Bid, Items 1 thru 78 **PLUS** Sewer & Water Group 770 Base Bid, Items 79 thru 128 **PLUS** Sewer & Water Group 685 Additive Alternate "A", Items 1 thru 5 **PLUS** Sewer & Water Group 770, Additive Alternate "B", Items 1 thru 3, inclusive) amount written in words:

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive.** List the Addenda received and being acknowledged:

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

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a copartnership, 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:	

#### NOTES:

- A. The City shall determine the low Bid based on the Base Bid for Group 685 PLUS Base Bid for Group 770 PLUS Additive Alternate "A" and Additive Alternate "B".
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- C. 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.
- D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

# **City of San Diego**

CITY CONTACT: <u>CLEMENTINA GIORDANO, CONTRACT SPECIALIST; Email: cgiordano@sandiego.gov;</u> <u>Phone: 619-533-3481; Fax: 619-533-3633</u> R.Owen

**K**.Owen

# ADDENDUM "C"

FOR



# GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-SEWER & WATER GROUP 770

BID NO.:	K-13-5137-DBB-3
SAP NO. (WBS/IO/CC):	B-00333 / B-00081 / B-00410 / B-00099
CLIENT DEPARTMENT:	2011, 2013
COUNCIL DISTRICT:	3 & 7
PROJECT TYPE:	KB, JA

#### **BID DUE DATE:**

2:00 PM FEBRUARY 28, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

#### A. <u>CHANGES TO CONTRACT DOCUMENTS</u>

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. <u>ADDENDUM B</u>

1. To item **C.** <u>Volume 2</u>, sub-item 1, page 7, DELETE in its entirety and SUBSTITUTE with the following:

To the Bidding Documents, **Proposal (BID)**, pages 10 through 17, **DELETE** in its entirety and **SUBSTITUTE** with Page 3 of 10 through 10 of 10 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: *February 15, 2013* San Diego, California

TH/nb/egz

#### PROPOSAL (BID)

The Bidder agrees to the construction of **GROUP 3014-SEWER & WATER GROUP 658 & GROUP 3014-SEWER & WATER GROUP 770**, 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			
GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-SEWER AND WATER GROUP 770										
SEWER & WATER GROUP 685 BASE BID										
							¢			
1.	1	LS	237310	7-10.2.7	Traffic Control	$ \longrightarrow $	\$			
2.	1	LS	541330	7-10.2.7	Traffic Control Design	$\sim$	\$			
3.	1	AL	237310	7-10.5.4	Portable Changeable Message Signs (PCMS) (TYPE I ALLOWANCE)		\$7,000.00			
4.	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$			
5.	1	LS	237110	9-3.4.1	Mobilization		\$			
6.	1	LS	237110	2-4.1	Bonds (Payment and Performance)		\$			
7.	1	AL	237110	9-3.5	Field Orders (TYPE II ALLOWANCE)		\$165,730.00			
8.	5	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$			
9.	4	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$	\$			
10.	55	TON	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II (RPMS) and Striping	\$	\$			
11.	63	TON	237310	302-4.5	AC Patching for Slurry Seal	\$	\$			
12.	2,200	SF	237310	302-5.1.2	Damaged AC Pavement Replacement	\$	\$			
13.	2,000	SF	237310	302-5.1.2	Pavement Restoration Adjacent to the Trench	\$	\$			
14.	4,600	LF	237310	302-1.12	1-1/2 Inch Cold Milling Asphalt Concrete Pavement	\$	\$			
15.	877	TON	237310	302-5.9	1-1/2 Inch AC Overlay and Striping	\$	\$			
16.	3,000	SF	237310	302-6.8	Concrete Pavement Replacement	\$	\$			
17.	7,688	SY	237310	302.7.4	Pavement Fabric	\$	\$			
18.	300	SF	237310	303-5.9	Alley Apron	\$	\$			

February 15, 2013

ADDENDUM "C"

Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
19.	13	EA	237310	303-5.9	Contractor Date Stamp & Impression	\$	\$
20.	200	LF	237310	303-5.9	Additional Curb and Gutter	\$	\$
21.	500	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$	\$
22.	4	EA	237310	303-5.10.2	Curb Ramp Type A w/ Composite Detectable Warning Tiles	\$	\$
23.	6	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Composite Detectable Warning Tiles	\$	\$
24.	1	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles	\$	\$
25.	12	EA	237310	303-5.10.2	Curb Ramp Type C2 w/ Composite Detectable Warning Tiles	\$	\$
26.	6	EA	237310	303-5.10.2	Curb Ramp Type D w/ Composite Detectable Warning Tiles	\$	\$
27.	1	EA	237310	303-5.10.2	Curb Ramp B-Case w/ Composite Detectable Warning Tiles	\$	\$
28.	1	LS	237110	306-1.1.6	Trench Shoring		\$
29.	210	CY	237110	306-1.2.1.1	Additional Bedding	\$	\$
30.	2,680	TON	237110	306-1.6	Imported Backfill	\$	\$
31.	454	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
32.	84	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$	\$
33.	8	EA	541370	309-4	Survey Monuments	\$	\$
34.	3	EA	237110	3-3.2.2	Certified Payroll	\$	\$
35.	285	LB	237310	302-13.5	Crack Seal	\$	\$
36.	1	LS	541330	801-9.4	Water Pollution Control Program Development		\$
37.	1	LS	237990	801-9.4	Water Pollution Control Program Implementation		\$
38.	1	LS	238990	803-16	Preparation of Hazardous Waste Management Plan and Reporting		\$
39.	500	TON	238990	803-16	Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil	\$	\$
40.	500	TON	238990	803-16	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	\$	\$
41.	5	DAYS	541330	807-1	Work Suspension - Resources	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
42.	8,303	LF	541330	807-1.2	Archeological and Native American Monitoring Program	\$	\$
43.	3,197	LF	541330	807-1.3	Paleontological Monitoring Program	\$	\$
44.	1	AL	541330	807-1.4	Archeological and Native American Mitigation & Curation (TYPE II ALLOWANCE)		\$10,000.00
45.	70	CY	541330	807-1.5	Paleontological Mitigation Excavation	\$	\$
46.	5,918	LF	237110	306-1.4.8.7	Televising Sewer Mains for Final Acceptance	\$	\$
47.	2,740	LF	237110	306-1.4.8	Cleaning and Televising of Existing Sewer Mains	\$	\$
48.	2,132	LF	237110	306-1.6	8-Inch Sewer Main	\$	\$
49.	482	LF	237110	306-1.6	8-Inch ESVC Sewer Main-concrete encased	\$	\$
50.	3,119	LF	237110	306-1.6	8-Inch Sewer Main, Special Strength SDR-26	\$	\$
51.	200	LF	237110	306-1.6	4-Inch PVC Drain Pipe, Schedule 80	\$	\$
52.	93	LF	237110	306-20.12	8-Inch Special Strength Sewer Main, Directional Drilling	\$	\$
53.	26	EA	237110	306-1.7.1	4-Inch Sewer Lateral & Cleanout (Alley)	\$	\$
54.	70	EA	237110	306-1.7.1	4-Inch Sewer Lateral & Cleanout (Street)	\$	\$
55.	3	EA	237110	306-1.7.1	6-Inch Sewer Lateral & Cleanout (Street)	\$	\$
56.	1	EA	237110	306-1.6	8-Inch Cleanout At End of Mains	\$	\$
57.	47	EA	237110	306-1.7.2.5	4-Inch Sewer Lateral with Private Replumbing	\$	\$
58.	4	EA	237110	306-1.7.2.5	4-Inch Trenchless Method For Private Replumbing	\$	\$
59.	1	EA	237110	306-1.7.3.7	Pump Compensation	\$	\$
60.	1	EA	237110	306-1.7.3.7	Private Pump System for Private Replumbing	\$	\$
61.	31	EA	237110	306-1.8.6	Manholes (4 x3)	\$	\$
62.	1	EA	237110	306-1.8.6	Manhole Vault	\$	\$
63.	25	EA	237110	306-5.3	Abandon Existing Manhole Outside of Trench	\$	\$
64.	4,591	LF	237110	306-5	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	\$	\$
65.	753	LF	237110	306-5	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit	\$	\$
66.	5	EA	237110	306-13	Abandon Water Services (Stiff)	\$	\$
67.	2	EA	237110	306-15	Water Meter Boxes	\$	\$
68.	3	EA	237110	306-1.8.6	Connection to Existing Manhole & Rechannel	\$	\$

Térre	0	T ] \$4	NATOO	Payment	Description Unit Price		<b>F</b> 4
Item	Quantity	Unit	NAICS	Reference	Description	Unit Price	Extension
69.	1	EA	237110	500-1.27	Point Repair for Existing 6-Inch Sewer Main	\$	\$
70.	1	LS	237110	804-2.2	Sewer Bypass & Pumping Plan (Diversion Plan)		\$
71.	1,282	LF	237110	306-1.6	8-Inch Water Main, Class 235	\$	\$
72.	29	EA	237110	306-14.1	1-Inch Water Service	\$	\$
73.	1	EA	237110	306-14.1	2-Inch Water Service	\$	\$
74.	4	EA	237110	306-1.6	8-Inch Gate Valve	\$	\$
75.	3	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker	\$	\$
76.	1	EA	237110	306-19	2-Inch Air & Vacuum Valve, Class 205	\$	\$
77.	300	SF	237110	700-1.3.1.4	Pavement Restoration for City Forces Final Connection	\$	\$
78.	5,565	LF	237110	700-1.2.1.3	Removal of High-lining Material	\$	\$
					Total for Sewer & Water Group 68	85 Base Bid:	\$
SEWI	ER & WAT	ER GRO	OUP 770 B.	ASE BID			
79.	1	LS	238210	307	Traffic Signal/Street Light System Restoration		\$
80.	1	LS	541330	7-10.2.7	Traffic Control Design		\$
81.	1	LS	237310	7-10.2.7	Traffic Control		\$
82.	1	AL	237310	7-10.5.4	Portable Changeable Message Signs (PCMS) (TYPE I ALLOWANCE)		\$5,000.00
83.	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$
84.	1	LS	237110	9-3.4.1	Mobilization		\$
85.	1	LS	237110	2-4.1	Bonds (Payment and Performance)		\$
86.	1	AL	237110	009-3.5	Field Orders (TYPE II ALLOWANCE)		\$82,000.00
87.	2	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$
88.	1	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$	\$
89.	46	TON	237310	302-4.124	Rubber Polymer Modified Slurry Type II (RPMS) and Striping	\$	\$
90.	30	TON	237310	302-4.5	AC Patching for Slurry Seal	\$	\$
91.	272	SF	237310	302-5.1.2	Damaged AC Pavement Replacement	\$	\$
92.	1,736	LF	237310	302-1.12	1-1/2 Inch Cold Milling Asphalt Concrete Pavement	\$	\$
93.	350	TON	237310	302-5.9	1-1/2 Inch AC Overlay and Striping	\$	\$
94.	3,082	SY	237310	302-7.4	Pavement Fabric	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
95.	1	LS	237110	306-1.1.6	Trench Shoring	$\sim$	\$
96.	84	CY	237110	306-1.2.1.1	Additional Bedding	\$	\$
97.	925	TON	237110	306-1.6	Imported Backfill	\$	\$
98.	211	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
99.	34	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$	\$
100.	2	EA	237110	3-3.2.2	Certified Payroll	\$	\$
101.	80	LB	237310	302-13.5	Crack Seal	\$	\$
102.	1	LS	541330	801-9.4	Water Pollution Control Program Development		\$
103.	1	LS	237990	801-9.4	Water Pollution Control Program Implementation		\$
104.	1	LS	238990	803-16	Preparation of Hazardous Waste Management Plan and Reporting		\$
105.	350	TON	238990	803-16	Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil	\$	\$
106.	350	TON	238990	803-16	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	\$	\$
107.	5	DAYS	541330	807-1	Work Suspension - Resources	\$	\$
108.	3,950	LF	541330	807-1.2	Archeological and Native American Monitoring Program	\$	\$
109.	2,629	LF	541330	807-1.3	Paleontological Monitoring Program	\$	\$
110.	1	AL	541330	807-1.4	Archeological and Native American Mitigation & Curation (TYPE II ALLOWANCE)		\$10,000.00
111.	20	CY	541330	807-1.5	Paleontological Mitigation Excavation	\$	\$
112.	2,839	LF	237110	306-1.4.8.7	Televising Sewer Mains for Final Acceptance	\$	\$
113.	250	LF	237110	306-1.4.8	Cleaning and Televising of Existing Sewer Mains	\$	\$
114.	2,661	LF	237110	306-1.6	8-Inch Sewer Main	\$	\$
115.	178	LF	237110	306-20.12	8-Inch Special Strength Sewer Main, Directional Drilling	\$	\$
116.	6	EA	237110	306-1.7.1	4-Inch Sewer Lateral & Cleanout (Street)	\$	\$
117.	3	EA	237110	306-1.7.1	6-Inch Sewer Lateral & Cleanout (Street)	\$	\$
118.	30	EA	237110	306-1.7.2.5	4-Inch Sewer Lateral with Private Replumbing	\$	\$
119.	6	EA	237110	306-1.7.2.5	4-Inch Trenchless Method For Private Replumbing	\$	\$
120.	14	EA	237110	306-1.8.6	Manholes (4 x3)	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description Unit Price		Extension
121.	1	LS	237110	804-2.2	Sewer Bypass & Pumping Plan (Diversion Plan)		\$
122.	700	LF	237110	306-1.6	8-Inch Water Main, Class 235	\$	\$
123.	26	EA	237110	306-14.1	1-Inch Water Service	\$	\$
124.	1	EA	237110	306-14.1	2-Inch Water Service	\$	\$
125.	2	EA	237110	306-15	Water Meter Boxes	\$	\$
126.	1	EA	237110	306-18	2-Inch Blowoff Valve Assembly	\$	\$
127.	2	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker	\$	\$
128.	1,400	LF	237110	700-1.2.1.3	High-lining Removal by the Contractor	\$	\$
					Total for Sewer & Water Group 77	70 Base Bid:	\$
SEWI	ER & WAT	ER GRO	<u>DUP 685 A</u>	DDITIVE AL'	TERNATE "A"		
1.	5,565	LF	237110	700-1.2.2.10	Furnishing High-lining Materials	\$	\$
2.	5,565	LF	237110	700-1.2.2.10	High-lining Installation & Dismantling		\$
3.	1	LS	237110	700-1.2.2.10		High-lining Maintenance and Repairs	
4.	1	EA	237110	700-1.3.2.10	8-Inch Through 12-Inch Cut-in Tee By Contractor	\$	\$
5.	2	EA	237110	700-1.3.2.10	6-Inch Through 8-Inch Cut-in Tee By Contractor	\$	\$
				,	Total for Sewer & Water Group 685 Additive Alt	ternate "A":	\$
SEWI	ER & WAT	ER GRO	DUP 770 A	<b>DDITIVE AL</b>	TERNATE "B"		
1.	1,400	LF	237110	700-1.2.1.10		\$	\$
2.	1,400	LF	237110	700-1.2.2.10	High-lining Installation & Dismantling	\$	\$
3.	1	LS	237110	700-1.2.2.10	High-lining Maintenance and Repairs		\$
					Total for Sewer & Water Group 770 Additive Alt	ternate "B":	\$
ESTIMATED TOTAL BASE BID FOR GROUP 3014 (SEWER & WATER GROUP 685 PLUS SEWER & WATER GROUP 770 PLUS ADDITIVE ALTERNATE "A" and "B"):							\$

TOTAL BID PRICE FOR BID (Sewer & Water Group 685 Base Bid Items 1 thru 78 **PLUS** Sewer & Water Group 770 Items 79 thru 128 **PLUS** Additive Alternate "A" Items 1 thru 5 **PLUS** Additive Alternate "B" Items 1 thru 3, inclusive) amount written in words:

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive.** List the Addenda received and being acknowledged:

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

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.

idder:
itle:
usiness Address:
lace of Business:
lace of Residence:
ignature:

#### NOTES:

- A. The City shall determine the low Bid based on the Total (Base Bid for Group 685 PLUS Base Bid for Group 770 PLUS Additive Alternate "A" and Additive Alternate "B").
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.

- C. 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.
- D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

# City of San Diego

ADDRESS: 2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950

TELEPHONE NO.: 691-434-7925 FAX NO.: 619-434-7931 CITY CONTACT: CLEMENTINA GIORDANO, CONTRACT SPECIALIST; Email: cgiordano@sandiego.gov; Phone: 619-533-3481; Fax: 619-533-3633

R.Owen/NB/egz

# **CONTRACT DOCUMENTS**



FOR

### GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-**SEWER & WATER GROUP 770**

VOLUME 2 OF 2

BID NO.:	K-13-5137-DBB-3
SAP NO. (WBS/IO/CC):	B-00333 / B-00081 / B-00410 / B-00099
CLIENT DEPARTMENT:	2011 / 2013
COUNCIL DISTRICT:	3 & 7
PROJECT TYPE:	KB, JA

#### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

PHASED FUNDING ≻

THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.  $\triangleright$ 

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

## TABLE OF CONTENTS

#### **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.

#### DESCRIPTION

۰.,

#### PAGE NUMBER

1.	Bid/Proposal	-5
	Bid Bond	
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112	
	and PCC 7106	7
4.	Contractors Certification of Pending Actions	8
5.	Equal Opportunity Ordinance Certificate of Compliance	9
6.	Proposal (Bid)	17
7.	Form AA35 List of Subcontractors 1	8
8.	Form AA40 Named Equipment/Material Supplier List 1	9
9.	Form AA45 Subcontractors Additive/Deductive Alternate	20

#### PROPOSAL

#### **Bidder's General Information**

To the City of San Diego:

Pursuant to "Invitation to 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 <u>N/A</u>	····-	
(2)	Signature (Given and surname) of proprietor		
(3)	Place of Business (Street & Number)		
(4)	City and State		_Zip Code
(5)	Telephone No.	Facsimile No.	
<u>IF A P</u>	ARTNERSHIP, SIGN HERE:		
(1)	Name under which business is conducted <u>N/A</u>		
(2)	Name of each member of partnership [indicate cl (limited):	naracter of each partne	r, general or special

(3)	Signature	(Note:	Signature must	be made by a	a general partner)
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Full Name and Character of partner
<ul> <li>(4) Place of Business (Street &amp; Number)</li></ul>
IF A CORPORATION, SIGN HERE:
(1) Name under which business is conducted ORTIZ CORPORATION
(2) Signature, with official title of officer authorized to sign for the corporation: Marculius (Signature) MARCELINO E. ORTI Z
(Printed Name)
(Title of Officer) (Impress Corporate Seal Here
<ul> <li>(3) Incorporated under the laws of the State of <u>CALIFORNIA</u></li> <li>(4) Place of Business (Street &amp; Number) <u>2000 MCKINLEY AVENUE</u></li> <li>(5) City and State <u>NATIONAL CITY, CA</u> Zip Code <u>91950</u></li> <li>(6) Telephone No. <u>619-434-7925</u> Facsimile No. <u>619-434-7931</u></li> </ul> THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:
In accordance with the <b>"INVITATION TO BIDS"</b> , the bidder holds a California State Contractor license for the following classification(s) to perform the work described in these specifications:
LICENSE CLASSIFICATION A
LICENSE NO. <u>602454</u> EXPIRES <u>SEPTEMBER 30TH</u> , 2 <u>014</u>
This license classification must also be shown on the front of the bid envelope. Failure to shor license classification on the bid envelope may cause return of the bid unopened.
TAX IDENTIFICATION NUMBER (TIN):
E-Mail Address: Lucy@ortizcorporation.com / Jose@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.

\_\_\_\_\_\_ PRESIDENT Signature March

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 28 DAY OF FEBRUARY, 2013. Notary Public in and for the County of SAN DIEGO, State of CALIFORNIA SUSANNA M. SANCHEZ Commission # 2005016 (NOTARIAL SEAL) Netary Public - California San Diego County My Comm. Expires and

#### **BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That Ortiz Corporation

International Fidelity Insurance Company

\_\_\_\_\_ as Principal, and

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

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

Project No. K-13-5137-DBB-3 / Sewer & Water Group 3014

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Invitation to Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_\_ 16th day of January \_\_\_\_\_\_. 20 13

Ortiz Corporation	(SEAL)	International Fidelity Insurance Company(SEAL)
(Principal)		(Surety)
By: Marculin T	E Orle	By: And Stand
(Signature)	0	(Signature) Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

#### Tel (973) 624-7200

# 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 Pennnysylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

#### BART STEWART

#### Encinitas, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, 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, 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 such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution 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 12th day of March, 2012.



STATE OF NEW JERSEY

Row nin

ROBERT W. MINSTER Executive Vice President/Chief Operating Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 12th day of March 2012, 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.

Cathy Varging

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Mar. 27, 2014

#### 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  $W^{m}$  day of JAMAATY, 2013 Mana H. Schanco

MARIA BRANCO, Assistant Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 01-110-13 before me, Laura Ashley Aceves, Notary Public

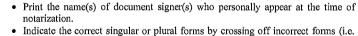
(Here insert name and title of the officer)

personally appeared Bart Stewart

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 he/they executed the same in his her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

LAURA ASHLEY ACEVES Commission No. 1927951 my hand and official seal. NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Comm. Expires MARCH 7, 2015 (Notary Seal) f Notary Public ions ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as DESCRIPTION OF THE ATTACHED DOCUMENT appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the (Title or description of attached document) verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required. (Title or description of attached document continued) · State and County information must be the State and County where the document Number of Pages \_\_\_\_\_ Document Date \_\_\_\_ signer(s) personally appeared before the notary public for acknowledgment. • Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her (Additional information) commission followed by a comma and then your title (notary public).



- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) 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 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).
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

CAPACITY CLAIMED BY THE SIGNER

 $\Box$  Individual (s)

 $\square$  Partner(s)

Trustee(s)

Other

X

□ Corporate Officer

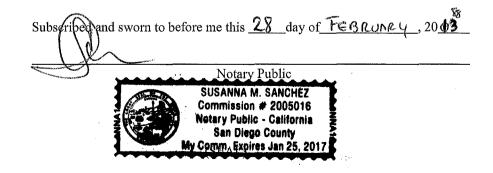
(Title)

Attorney-in-Fact

#### NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California  $_{\rm County\, of}$  SAN DIEGO ss. MARCELINO E. ORTIZ being first duly sworn, deposes and says that he president of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed: Marylin El Title: PRESIDENT



#### **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 ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

#### CHECK ONE BOX ONLY.



The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past ten years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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Contractor Nar		CORPORAT	ION			
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Certified By	MARCEL	INO E. ORT	IZ		PRESIDENT	
Continiou Dy	<u></u>	Name				
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		Signature				
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	USE ADD	ITIONAL FO	DRMS AS 1	NECESSAR	RY	
		,				

#### EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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 INFORMATION**

Company Name: ORTIZ CORPORATION

Contact Name: LUCY ORTIZ

Company Address: 2000 MC KINLEY AVENUE

Contact Phone: 619-434-7925

NATINAL CITY, CA 91950

Contact Email: Lucy@ortizcorporation.com

#### CONTRACT INFORMATION

Contract Title:Group 3014-Sewer & Water Group 685 and Sewer & Water Group770 Start Date: MAY 2013

Contract Number (if no number, state location): K-13-5137-DBB-3 End Date: MARCH 2015

#### SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- 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 EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm *(contractor must <u>select one</u> reason):* 
  - Provides equal benefits to spouses and domestic partners.
  - D 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.

□ 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.

MARCELIN	O E. ORTIZ/PRES	IDENT CAN	enci-	Elenti		
Name/Title of S	ignatory	Signature	)			
		FOR OFFICIAL CITY USE	ONLY			
Receipt Date:	EBO Analyst:	Approved	□ Not Approved – Reason			

rev 02/15/2011

#### **PROPOSAL (BID)**

The Bidder agrees to the construction of **GROUP 3014-SEWER & WATER GROUP 658 & GROUP 3014-SEWER & WATER GROUP 770**, 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	Ex	tension
GROUP 3014-SEWER & WATER GROUP 685 & GROUP 3014-SEWER AND WATER GROUP 770									
SEWER & WATER GROUP 685 BASE BID									
1.	1	LS	237310	7-10.2.7	Traffic Control	$\square$	$\sim$	\$	20,000.00
2.	1	LS	541330	7-10.2.7	Traffic Control Design	$\triangleright$	$\sim$	\$	5,000.00
3.	1	AL	237310	7-10.5.4	Portable Changeable Message Signs (PCMS) (TYPE I ALLOWANCE)			\$7,	,000.00
4.	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	$\geq$	$\sim$	\$	2,100.00
5.	1	LS	237110	9-3.4.1	Mobilization	$\triangleright$	$\sim$	\$	35,000.00
6.	1	LS	237110	2-4.1	Bonds (Payment and Performance)	$\triangleright$	$\sim$	\$	16,900.00
7.	1	AL	237110	9-3.5	Field Orders (TYPE II ALLOWANCE)	$\square$	$\sim$	\$1	65,730.00
8.	5	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	200.00	\$	1,000.00
9.	4	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$	700.00	\$	2,800.00
10.	55	TON	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II (RPMS) and Striping	\$	600.00	\$	33,000.00
11.	63	TON	237310	302-4.5	AC Patching for Slurry Seal	\$ :	350.00	\$	22,050.00
12.	2,200	SF	237310	302-5.1.2	Damaged AC Pavement Replacement	\$	7.00	\$	15,400.00
13.	2,000	SF	237310	302-5.1.2	Pavement Restoration Adjacent to the Trench	\$	8.00	\$	16,000.00
14.	4,600	LF	237310	302-1.12	1-1/2 Inch Cold Milling Asphalt Concrete Pavement	\$	1.50	\$	6,900.00
15.	877	TON	237310	302-5.9	1-1/2 Inch AC Overlay and Striping	\$	92.00	\$	80,684.00
16.	3,000	SF	237310	302-6.8	Concrete Pavement Replacement	\$	5.50	\$	16,500.00
17.	7,688	SY	237310	302.7.4	Pavement Fabric	\$	3.45	\$	26,523.60
18.	300	SF	237310	303-5.9	Alley Apron	\$	9.00	\$	2,700.00
	<u>500</u>	<u></u>	201010	505 5.2		1 4	0.00	Ψ	<u>2,700</u>

February 15, 2013

ADDENDUM "C"

Page 3 of 10

Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

	BIDDING DOCUMENTS							
Item	Quantity	Unit	NAICS	Reference	Description	Unit Price		tension
19.	13	EA	237310	303-5.9	Contractor Date Stamp & Impression	\$ 150.00		1,950.00
20.	200	LF	237310	303-5.9	Additional Curb and Gutter	\$ 21.00	\$	4,200.00
21.	500	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$ 6.00	\$	3,000.00
22.	4	EA	237310	303-5.10.2	Curb Ramp Type A w/ Composite Detectable Warning Tiles	\$ 1,975.00		7,900.00
23.	6	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Composite Detectable Warning Tiles	\$ 1,975.00	\$	11,850.00
24.	1	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles	\$ 2,200.00	\$	2,200.00
25.	12	EA	237310	303-5.10.2	Curb Ramp Type C2 w/ Composite Detectable Warning Tiles	\$ 1,975.00	\$	23,700.00
26.	6	EA	237310	303-5.10.2	Curb Ramp Type D w/ Composite Detectable Warning Tiles	\$ 1,650.00	\$	9,900.00
27.	1	EA	237310	303-5.10.2	Curb Ramp B-Case w/ Composite Detectable Warning Tiles	\$ 1,975.00	\$	1,975.00
28.	1	LS	237110	306-1.1.6	Trench Shoring		\$	21,000.00
29.	210	CY	237110	306-1.2.1.1	Additional Bedding	\$ 15.00	\$	3,150.00
30.	2,680	TON	237110	306-1.6	Imported Backfill	\$ 25.00		67,000.00
31.	454	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 90.00	\$	40,860.00
32.	84	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 40.00	\$	3,360.00
33.	8	EA	541370	309-4	Survey Monuments	\$ 450.00		3,600.00
34.	3	EA	237110	3-3.2.2	Certified Payroll	\$ 50.00		150.00
35.	285	LB	237310	302-13.5	Crack Seal	\$ 19.00	\$	5,415.00
36.	1	LS	541330	801-9.4	Water Pollution Control Program Development		\$	550.00
37.	1	LS	237990	801-9.4	Water Pollution Control Program Implementation	$\geq$	\$	1,500.00
38.	1	LS	238990	803-16	Preparation of Hazardous Waste Management Plan and Reporting		\$	3,850.00
39.	500	TON	238990	803-16	Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil	\$ 14.00	\$	7,000.00
40.	500	TON	238990	803-16	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	\$ 75.00		37,500.00
41.	5	DAYS	541330	807-1	Work Suspension - Resources	\$ 500.00	\$	2,500.00

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BIDDING DOCUMENTS							
Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
42.	8,303	LF	541330	807-1.2	Archeological and Native American Monitoring Program	\$ 5.60	\$ 46,496.80
43.	3,197	LF	541330	807-1.3	Paleontological Monitoring Program	\$ 2.00	\$ 6,394.00
44.	1	AL	541330	807-1.4	Archeological and Native American Mitigation & Curation (TYPE II ALLOWANCE)	$\searrow$	\$10,000.00
45.	70	CY	541330	807-1.5	Paleontological Mitigation Excavation	\$ 55.00	\$ 3,850.00
46.	5,918	LF	237110	306-1.4.8.7	Televising Sewer Mains for Final Acceptance	\$ 0.65	\$ 3,846.70
47.	2,740	LF	237110	306-1.4.8	Cleaning and Televising of Existing Sewer Mains	\$ 1.00	
48.	2,132	LF	237110	306-1.6	8-Inch Sewer Main	\$ 70.00	\$ 149,240.00
49.	482	LF	237110	306-1.6	8-Inch ESVC Sewer Main-concrete encased	\$ 170.00	
50.	3,119	LF	237110	306-1.6	8-Inch Sewer Main, Special Strength SDR-26	\$ 144.00	
51.	200	LF	237110	306-1.6	4-Inch PVC Drain Pipe, Schedule 80	\$ 20.00	
52.	93	LF	237110	306-20.12	8-Inch Special Strength Sewer Main, Directional Drilling	\$ 140.00	<u>/</u>
53.	26	EA	237110	306-1.7.1	4-Inch Sewer Lateral & Cleanout (Alley)	\$ 1,100.00	\$ 28,600.00
54.	70	EA	237110	306-1.7.1	4-Inch Sewer Lateral & Cleanout (Street)	\$ 1,792.00	
55.	3	EA	237110	306-1.7.1	6-Inch Sewer Lateral & Cleanout (Street)	\$ 1,750.00	\$ 5,250.00
56.	1	EA	237110	306-1.6	8-Inch Cleanout At End of Mains	\$ 750.00	
57.	47	EA	237110	306-1.7.2.5	4-Inch Sewer Lateral with Private Replumbing	\$ 4,825.00	\$ 226,775.00
58.	4	EA	237110	306-1.7.2.5	4-Inch Trenchless Method For Private Replumbing	\$15,000.00	
59.	1	EA	237110	306-1.7.3.7	Pump Compensation	\$ 6,200.00	\$ 6,200.00
60.	1	EA	237110	306-1.7.3.7	Private Pump System for Private Replumbing	\$25,000.00	\$ 25,000.00
61.	31	EA	237110	306-1.8.6	Manholes (4 x3)	\$ 3,850.00	\$ 119,350.00
62.	1	EA	237110	306-1.8.6	Manhole Vault	\$40,725.00	\$ 40,725.00
63.	25	EA	237110	306-5.3	Abandon Existing Manhole Outside of Trench	\$ 1,100.00	\$ 27,500.00
64.	4,591	LF	237110	306-5	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	\$ 3.00	
65.	753	LF	237110	306-5	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit	\$ 6.00	\$ 4,518.00
66.	5	EA	237110	306-13	Abandon Water Services (Stiff)	\$ 400.00	\$ 2,000.00
67.	2	EA	237110	306-15	Water Meter Boxes	\$ 400.00	
68.	3	EA	237110	306-1.8.6	Connection to Existing Manhole & Rechannel	\$ 1,600.00	\$ 4,800.00

ADDENDUM "C"

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February 15, 2013ADDENDUGroup 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

				Doursent	BIDDING DOCUMENTS		
Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
69.	1	EA	237110	500-1.27	Point Repair for Existing 6-Inch Sewer Main	\$ 1,500.00	
70.	1	LS	237110	804-2.2	Sewer Bypass & Pumping Plan (Diversion Plan)	$\geq$	\$ 4,000.00
71.	1,282	LF	237110	306-1.6	8-Inch Water Main, Class 235	\$ 60.00	\$ 76,920.00
72.	29	EA	237110	306-14.1	1-Inch Water Service	\$ 1,500.00	\$ 43,500.00
73.	1	EA	237110	306-14.1	2-Inch Water Service	\$ 2,300.00	\$ 2,300.00
74.	4	EA	237110	306-1.6	8-Inch Gate Valve	\$ 1,375.00	\$ 5,500.00
75.	3	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker	\$ 4,950.00	\$ 14,850.00
76.	1	EA	237110	306-19	2-Inch Air & Vacuum Valve, Class 205	\$ 4,100.00	\$ 4,100.00
77.	300	SF	237110	700-1.3.1.4	Pavement Restoration for City Forces Final Connection	\$ 12.00	\$ 3,600.00
78.	5,565	LF	237110	700-1.2.1.3	Removal of High-lining Material	\$ 1.50	\$ 8,347.50
					Total for Sewer & Water Group 68	85 Base Bid:	\$ 2,366,159.60
SEWI	ER & WAT	ER GRO	DUP 770 B.	ASE BID			
79.	1	LS	238210	307	Traffic Signal/Street Light System Restoration	$\square$	\$ 3,500.00
80.	1	LS	541330	7-10.2.7	Traffic Control Design	$\searrow$	\$ 800.00
81.	1	LS	237310	7-10.2.7	Traffic Control	$\searrow$	\$ 11,000.00
82.	1	AL	237310	7-10.5.4	Portable Changeable Message Signs (PCMS) (TYPE I ALLOWANCE)		\$5,000.00
83.	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	$\searrow$	\$ 600.00
84.	1	LS	237110	9-3.4.1	Mobilization		\$ 12,000.00
85.	1	LS	237110	2-4.1	Bonds (Payment and Performance)	$\searrow$	\$ 8,000.00
86.	1	AL	237110	009-3.5	Field Orders (TYPE II ALLOWANCE)	$\geq$	\$82,000.00
87.	2	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$ 225.00	\$ 450.00
88.	1	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$ 700.00	\$ 700.00
89.	46	TON	237310	302-4.124	Rubber Polymer Modified Slurry Type II (RPMS) and Striping\$ 855.00		
90.	30	TON	237310	302-4.5	AC Patching for Slurry Seal \$ 350.00		\$ 10,500.00
91.	272	SF	237310	302-5.1.2	Damaged AC Pavement Replacement	\$ 7.00	
92.	1,736	LF	237310	302-1.12	1-1/2 Inch Cold Milling Asphalt Concrete Pavement\$ 1.70		
93.	350	TON	237310	302-5.9	1-1/2 Inch AC Overlay and Striping \$ 91.00		\$ 31,850.00
94.	3,082	SY	237310	302-7.4	Pavement Fabric	\$ 3.45	

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February 15, 2013ADDENDUM "C"Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

				Payment	BIDDING DOCUMENTS		
Item	Quantity	Unit	NAICS	Reference	Description	Unit Price	Extension
95.	1	LS	237110	306-1.1.6	Trench Shoring	$\geq$	\$ 5,000.00
96.	84	CY	237110	306-1.2.1.1	Additional Bedding	\$ 15.00	\$ 1,260.00
97.	925	TON	237110	306-1.6	Imported Backfill	\$ 30.00	\$ 27,750.00
98.	211	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 90.00	\$ 18,990.00
99.	34	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 36.00	\$ 1,224.00
100.	2	EA	237110	3-3.2.2	Certified Payroll	\$ 50.00	\$ 100.00
101.	80	LB	237310	302-13.5	Crack Seal	\$ 19.00	\$ 1,520.00
102.	1	LS	541330	801-9.4	Water Pollution Control Program Development	$\searrow$	\$ 550.00
103.	1	LS	237990	801-9.4	Water Pollution Control Program Implementation	$\searrow$	\$ 1,800.00
104.	1	LS	238990	803-16	Preparation of Hazardous Waste Management Plan and Reporting		\$ 3,780.00
105.	350	TON	238990	803-16	Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil	\$ 17.00	\$ 5,950.00
106.	350	TON	238990	803-16	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	\$ 85.00	\$ 29,750.00
107.	5	DAYS	541330	807-1	Work Suspension - Resources	\$ 250.00	\$ 1,250.00
108.	3,950	LF	541330	807-1.2	Archeological and Native American Monitoring Program	\$ 6.00	\$ 23,700.00
109.	2,629	LF	541330	807-1.3	Paleontological Monitoring Program	\$ 1.50	\$ 3,943.50
110.	1	AL	541330	807-1.4	Archeological and Native American Mitigation & Curation (TYPE II ALLOWANCE)		\$10,000.00
111.	20	CY	541330	807-1.5	Paleontological Mitigation Excavation	\$ 160.00	\$ 3,200.00
112.	2,839	LF	237110	306-1.4.8.7	Televising Sewer Mains for Final Acceptance	\$ 0.60	
113.	250	LF	237110	306-1.4.8	Cleaning and Televising of Existing Sewer Mains	\$ 1.00	\$ 250.00
114.	2,661	LF	237110	306-1.6	8-Inch Sewer Main	\$ 72.00	\$ 191,592.00
115.	178	LF	237110	306-20.12	8-Inch Special Strength Sewer Main, Directional Drilling	\$ 160.00	\$ 28,480.00
116.	6	EA	237110	306-1.7.1	4-Inch Sewer Lateral & Cleanout (Street)	\$ 1,600.00	\$ 9,600.00
117.	3	EA	237110	306-1.7.1	6-Inch Sewer Lateral & Cleanout (Street)	\$ 1,750.00	
118.	30	EA	237110	306-1.7.2.5	4-Inch Sewer Lateral with Private Replumbing	\$ 4,922.00	\$ 147,660.00
119.	6	EA	237110	306-1.7.2.5	4-Inch Trenchless Method For Private Replumbing	\$20,000.00	
120.	14	EA	237110	306-1.8.6	Manholes (4 x3)	\$ 3,500.00	\$ 49,000.00

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February 15, 2013ADDENDUM "C"Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

BIDDING DOCUMENTS									
Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Ex	tension	
121.	1	LS	237110	804-2.2	Sewer Bypass & Pumping Plan (Diversion Plan)			6,000.00	
122.	700	LF	237110	306-1.6	8-Inch Water Main, Class 235	\$ 62.00	\$	43,400.00	
123.	26	EA	237110	306-14.1	1-Inch Water Service	\$ 1,600.00	\$	41,600.00	
124.	1	EA	237110	306-14.1	2-Inch Water Service	\$ 2,500.00	\$	2,500.00	
125.	2	EA	237110	306-15	Water Meter Boxes	\$ 400.00		800.00	
126.	1	EA	237110	306-18	2-Inch Blowoff Valve Assembly	\$ 3,400.00		3,400.00	
127.	2	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker	\$ 5,100.00	\$	10,200.00	
128.	1,400	LF	237110	700-1.2.1.3	High-lining Removal by the Contractor	\$ 1.50	\$	2,100.00	
					Total for Sewer & Water Group 7	70 Base Bid:	\$	1,024,521.00	
						tot.		3390680.	
SEW	ER & WAT	ER GRO	OUP 685 A	DDITIVE AL'	TERNATE "A"				
1.	5,565	LF	237110	700-1.2.2.10	Furnishing High-lining Materials	\$ 5.50	\$	30,607.50	
2.	5,565	LF	237110	700-1.2.2.10	High-lining Installation & Dismantling	\$ 3.50	\$	19,477.50	
3.	1	LS	237110	700-1.2.2.10	High-lining Maintenance and Repairs	$\square$	\$	1,200.00	
4.	1	EA	237110	700-1.3.2.10	8-Inch Through 12-Inch Cut-in Tee By Contractor	\$ 9,500.00	\$	9,500.00	
5.	2	EA	237110	700-1.3.2.10	6-Inch Through 8-Inch Cut-in Tee By Contractor	\$ 7,500.00	\$	15,000.00	
			· · · · · · · · · · · · · · · · · · ·	·	Total for Sewer & Water Group 685 Additive Alt	ternate "A":	\$	75,785.00	
SEW	ER & WAT	ER GRO	OUP 770 A	DDITIVE AL'	TERNATE "B"		_		
1.	1,400	LF	237110	700-1.2.1.10	Furnishing High-lining Materials	\$ 6.00	\$	8,400.00	
2.	1,400	LF	237110	700-1.2.2.10	High-lining Installation & Dismantling	\$ 4.00	\$	5,600.00	
3.	1	LS	237110	700-1.2.2.10	High-lining Maintenance and Repairs		\$	500.00	
					Total for Sewer & Water Group 770 Additive Alt	ternate "B":	\$	14,500.00	
ESTIMATED TOTAL BASE BID FOR GROUP 3014 (SEWER & WATER GROUP 685 PLUS SEWER & WATER GROUP 685 PLUS SEWER & \$ 3,480,965.60									

TOTAL BID PRICE FOR BID (Sewer & Water Group 685 Base Bid Items 1 thru 78 PLUS Sewer & Water Group 770 Items 79 thru 128 PLUS Additive Alternate "A" Items 1 thru 5 PLUS Additive Alternate "B" Items 1 thru 3, inclusive) amount written in words:

### THREE MILLION, FOUR HUNDRED EIGHTY THOUSAND, NINE HUNDRED SIXTY FIVE DOLLARS & SIXTY CENTS

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The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive**. List the Addenda received and being acknowledged: A, B, C

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

MARCELIÑO E. ORTIZ- PRESIDENT

AIDA BANGHART- VICE PRESIDENT

TERESA O. ORTIZ-SECRETARY

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

Bidder: MARCELINO E. ORTIZ for ORTIZ CORPORATION

Title: PRESIDE	ENT	
Business Address:	2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950	
Place of Business:	2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950	
Place of Residence	e: 1101 MAJESTAD LANE, CHULA VISTA, CA 91910	
Signature:	Maruhio E Ortig	
-	Г — — — — — — — — — — — — — — — — — — —	

**NOTES:** 

- A. The City shall determine the low Bid based on the Total (Base Bid for Group 685 PLUS Base Bid for Group 770 PLUS Additive Alternate "A" and Additive Alternate "B").
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.

- C. 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.
- D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

#### LIST OF SUBCONTRACTORS

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, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOELAR VALUE OF SUBCONTRACT.	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone; OR SDVOSB①	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP	
	Name:       G. SCOTT ASPHALT, INC.         Address:       358 TROUSDALE DRIVE         City:       CHULA VISTA       State:         Zip:       91910       Phone:       619-420-1854	CONSTRUCTOR	SLURRY SEAL	\$66,469.00	SLBE	CITY OF SAN DIEGO	N/A	21.34
$\checkmark$	Name:         LSI ROAD MARKING           Address:         P.O. BOX 2426           City:         EL CAJON           State:         CA           Zip:         92021           Phone:         619-443-7775	CONSTRUCTOR	STRIPING	\$6,688.00	SLBE	CITY OF SAN DIEGO	N/A	A
]	Name:         VIDEO FACT DOCUMENTATION           Address:         4150 MERRITT BLVD           City:         LA MESA         State:         CA           Zip:         91941         Phone:         619-589-0080	CONSTRUCTOR SERVICE	PRECON VIDEO	\$2,475.00	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
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 cer	tified 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
The Ridder will not receive any subcontracting participati	on nercentages if th	e Ridder fails to submit the required proof of certificat	tion (except for

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: LIST OF SUBCONTRACTORS Form Number: AA35 Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

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#### LIST OF SUBCONTRACTORS

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, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

¥	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOELAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE - CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:         DAVE'S TRAFFIC CONTTROL           Address:         3411 ECOCHEE AVENUE           City:         SAN DIEGO           Zip:         92117           Phone:         858-412-4396	CONSTRUCTOR SERVICE	TRAFFIC CONTROL DESIGN	\$4,450.00	ELBE	CITY OF SAN DIEGO	N/A
J	Name: TERRA WEST, INC.Address: 1061 TIERRA DEL REY STE 204City: CHULA VISTAState: CAZip: 91910Phone: 619-591-1007	CONSTRUCTOR SERVICE	WATER POLLUTION CONTROL PLAN	\$990.00	SLBE	CITY OF SAN DIEGO	N/A
J	Name:BRIAN F. SMITHAddress:14010 POWAY ROAD STE ACity:POWAYState:CAZip:92064Phone:858-679-8218	CONSTRUCTOR SERVICES	ARCHAEO/ PALEO/ NATIVE AMER MONITORS	\$83,122.00	SLBE	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					
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 cen	tified 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					
The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for								

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title:LIST OF SUBCONTRACTORSForm Number:AA35Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

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#### LIST OF SUBCONTRACTORS

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, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	* TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:       CALIFORNIA BORING         Address:       3030 E CORONADO ST.         City:       ANAHEIM         Zip:       92806    Phone: 714-632-1596	CONSTRUCTOR	DIRECTIONA DRILLING	- \$23,580.00	OBE	N/A	N/A
]	Name:       SOCLARIS CONTRACTING         Address:       7437 LOWELL CT.         City:       LA MESA       State:         Zip:       91941       Phone:       619-465-3438	CONSTRUCTOR SERVICE	HAZARDOUS WASTE MGMT	\$64,650.00	ELBE	CITY OF SAN DIEGO	N/A
$\checkmark$	Name:         PERRY ELECTRIC           Address:         P.O. BOX 710130           City:         SANTEE           Zip:         92072           Phone:         619-449-0045	CONSTRUCTOR	TRAFFIC LOOP	\$3,125.00	SLBE	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					
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 certifi	ed 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					
The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for								

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title:LIST OF SUBCONTRACTORSForm Number:AA35Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

#### LIST OF SUBCONTRACTORS

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, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	「「「「「「「」」」、「「」」、「」、「」、「」、「」、「」、「」、「」、「」、	CHECK IF JOINT VENTURE PARTNERSHIP
$\checkmark$	Name:       D&D WILDLIFE HABITAT         Address:       9143 HARNESS ST.         City:       SPRING VALLEY         State:       CA         Zip:       91977         Phone:       619-954-1956	CONSTRUCTOR	LANDSCAPE	\$8,300.00	ELBE	CITY OF SAN DIEGO	N/A
V	Name:         YBS CONCRETE, INC.           Address:         821 KUHN DR. STE 204           City:         CHULA VISTA         State:           Zip:         91914         Phone:	CONSTRUCTOR	CURB RAMPS	\$96302.00	SLBE	CITY OF SAN DIEGO	N/A
	Name:         COASTAL PIPELINE           Address:         P.O. BOX 235653           City:         ENCINITAS           State:         CA           Zip:         92023	CONSTRUCTOR	TELEVISING	\$6,631.65	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				
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 ce	rtified 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				
The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (excent for							

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title:LIST OF SUBCONTRACTORSForm Number:AA35Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

#### LIST OF SUBCONTRACTORS

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, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name:         SEALRIGHT PAVING           Address:         P.O. BOX 2753           City:         SPRING VALLEY           Zip:         91979   Phone:2753	CONSTRUCTOR	ASPHALT PAVING	\$357,010.00	SLBE	CITY OF SAN DIEGO	N/A
Name:           Address:           City:         State:           Zip:         Phone:	-					
Name:           Address:           City:         State:           Zip:         Phone:						

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

		-		
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Subcontractor is certified	ed 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
TL	Didden will not account on wheen two sting norticipation ,	aawaamtagaa if th	a Diddow foils to submit the required proof of cortificat	tion (arount for

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title:LIST OF SUBCONTRACTORSForm Number:AA35Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

#### 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**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided provided provided provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TI NUMBER OF VENDOR/S		MATERIAES OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED 2
Name: Address:S City:S Zip: Phone:	itate:						
Name:     Address:     City:   S     Zip:   Phone:	itate:						
Name:           Address:           City:         State:           Zip:         Phone:							

1	As appropriate, Bidder shall identify Vendor/Supplier as one of the fol	lowing and shall in	clude a valid proof of certification (except for OBE, SLBE and ELB	E):
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Vendor/Supplier is certific	ed 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

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title:NAMED EQUIPMENT/MATERIAL SUPPLIER LISTForm Number:AA40Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%.. 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.

ADDITIVE/ DEDUCTIVE ALIERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOELAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZonc, OR SDVOSBO	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						
	Name:		-				
	Address:						
	City: State:						
	Zip: Phone:						
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						
① As appro	priate, Bidder shall identify Subcontractor as one of t	the following and shal	l include a v	alid proof of certific	ation (except for OBE, SLE	BE and ELBE):	· · · · · · · · · · · · · · · · · · ·
Certified	Minority Business Enterprise	MBE	(	Certified Woman Bu	siness Enterprise	,	WBE
	Disadvantaged Business Enterprise	DBE			eteran Business Enterprise		DVBE
	siness Enterprise Small Local Business Enterprise	OBE SLBE	(	Certified Emerging I Small Disadvantaged	ocal Business Enterprise		ELBE SDB
	Owned Small Business	SLBE WoSB		IUBZone Business	Dusiness		HUBZone

0	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
1011				

**SDVOSB** 

The Bidder will not receive any subcontracting participations percentages if the Bidder fails to submit the required proof of certification (except for **OBE, SLBE and ELBE)** 

Form Title: SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE Form Number: AA45 Group 3014-Sewer & Water Group 685 & Group 3014-Sewer & Water Group 770

Service-Disabled Veteran Owned Small Business

5

# GROUP 3014 SEWER & WATER GROUP 685

# CONTRACTOR'S RESPONSIBILITIES

- I. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- 2. THE CONTRACTOR SHALL NOTIFY SDG&E AT LEAST IO WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (i.e. 69 KV & HIGHER)
- 3. THE CONTRACTOR SHALL LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS ARE AVAILABLE TO CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS THE CONTRACTOR SHALL LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- 4. THE CONTRACTOR SHALL EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- 5. THE CITY FORCES, WHERE CALLED OUT, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS 6. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OG HIGHLINING, UNLESS OTHERWISE SHOWN ON PLANS.
- 7. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 8. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION. 9. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATE. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-1.

IO. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

# STORM WATER PROTECTION

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

SHEET	DISCIPLINE	TITLE	LIMITS	BLOCK	PI	PE	LENGTH
NO.	CODE			NO.	SIZE (IN)	MATERIAL	(FT)
2	G-02	COVER SHEET CONTINUED					
3	C-01	ALLEY IN BLOCK 106 OF MAP 1007	BTWN THORN ST & MYRTLE AVE		8	SEWER	618.62
4	C-02	46TH STREET	BTWN EL CAJON BLVD & ORANGE AVE		8	SEWER	792.12
5	C-03	ORANGE AVENUE/	BTWN 46TH ST & MENLO AVE/		8	SEWER	115.0
		47TH STREET	POLK AVE & UNIVERSITY AVE		8	SEWER	227.81
6	C-04	POLK AVENUE	BTWN MENLO AVE & EUCLID AVE		8	SEWER	437.79
7	C-05	EUCLID ELEMENTARY SCHOOL	BTWN ORANGE AVE & POLK AVE		8	SEWER	511.58
8	C-06	THORN STREET	BTWN EUCLID AVE & ISLA VISTA DR		8	SEWER	637.94
9	C-07	ISLA VISTA DRIVE	SOUTH OF THORN ST		8	SEWER	500.36
10	C-08	ISLA VISTA DRIVE	BTWN THORN ST & BELLE ISLE DR		8	SEWER	780.78
Ш	C-09	ISLA VISTA DRIVE	BTWN BELLE ISLE & EUCLID AVE		8	SEWER	461.11
12	C-10	BELLE ISLE DRIVE	BTWN THORN ST & ISLA VISTA DR		8	SEWER	742.33
13	C-11	THORN STREET	BTWN EUCLID AVE & ISLA VISTA DR		8	WATER	505.93
13	C-12	BELLE ISLE DRIVE	BTWN THORN ST & ISLA VISTA DR		8	WATER	776.2
15	C-I2	MISC. CONSTRUCTION DETAILS				WATER	110.21
16	C-14	CITY FORCES WORK	SEE SHEET IG		-		
17	C-15	SEWER ABANDONMENT	SEE SHEET I7		-		
18	C-16	STREET RESURFACING	SEE SHEET 18		-		
19	C-17	PEDESTRIAN RAMP LOCATION	SEE SHEET 19		-		
20-25	C-18-C-23	SEWER LATERALS REPLUMB DETAILS	SEE SHEET 20-25		-		
26	C-25	SURFACE DRAINAGE FLOW	SEE SHEET 26		-		
27	C-26	PRECAST MANHOLE DETAIL	SEE SHEET 27		-		
28	C-27	COORDINATE INDEX	SEE SHEET 28				
					-		
					J		

## EXISTING STRUCTURES

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

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oq∉TS

ABAND	ABANDON	EB
ABAND'D	ABANDONED	EL, ELEV
AC	ASBESTOS CEMENT	ELEC
	PIPE	EX, EXIST
AHD	AHEAD	E/0
ASSY	ASSEMBLY	F
ВК	BACK	GV
BTWN	BETWEEN	HDPE
CATV	CABLE TV	
CI	CAST IRON PIPE	HP
Ģ	CENTER LINE	IE
COND	CONDUIT	LT
CONT	CONTINUED	MJ
CONTR	CONTRACTOR	MTD
DB	DIRECT BURIED	N/0

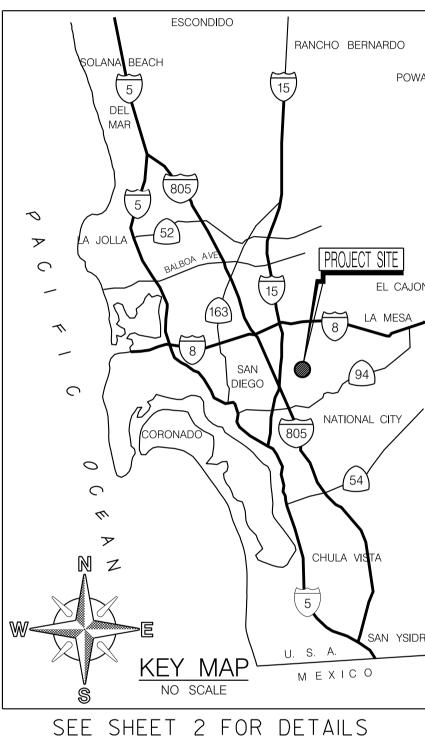
		CONSTRUCTION CHANGE / ADDENDUM		WARNING
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	0 1
				IF THIS BAR DOES
				NOT MEASURE I'' THEN DRAWING IS
				NOT TO SCALE.



# LIMITS OF WORK

# WORK TO BE DONE

CONSTRUCTION CONSISTS OF THE INSTALLATION OF EIGHT INCH (8") SEWER MAINS, SEWER LATERALS, REPLUMBING, TRENCH SHORING, EIGHT INCH (8") WATER MAINS, WATER VALVES, WATER SERVICES, PEDESTRIAN RAMPS, STREET RESURFACING, TRAFFIC CONTROL AND ALL OTHER WORK AND APPURTENANCES IN ACCORDANCE WITH SPECIFICATION NO. 5137 AND DRAWINGS NUMBERED 31952-1-D THROUGH 31952-28-D.



# ABBREVIATIONS

	ENCASED BURIED	0٧
LEV	ELEVATION	P٧
,	ELECTRIC	PR
EXIST	EXISTING	RE
	EAST OF	RΤ
	FLANGE	۶
	GATE VALVE	รัด
	HIGH-DENSITY	S/
	POLYETHYLENE	SW
	HIGH PRESSURE	ΤE
	INVERT ELEVATION	UN
	LEFT	٧C
	MECHANICAL JOINT	WM
	MUTTPLE TELEPHONE DUCT	WΤ
	NORTH OF	W/

/HD OVER HEAD C POLYVINYL CHLORIDE ROP PROPOSED ED REDUCER RIGHT SURVEY LINE STUB OUT SOUTH OF 0/ ٧R SEWER EL TELEPHONE NK UNKNOWN VITRIFIED CLAY PIPE M WATER METER TR WATER //O WEST OF

# DISCIPLINE CODE

- G GENERAL CIVIL С
- T TRAFFIC CONTROL

# FIELD DATA

BENCHMARK: NWBP 46 TH ST & ORANGE AVE FIELD NOTES: ROS: 3710, 4676, 9035, 12178,12524 MAP: 1175,7785,4136,10476,4434,3171,1925,1898,5499, 10171,1354,1035,10006,1347 PM: 2517,10038 CR: 4792,6272,1604,1335,13476 TIE PT: 3531

DATUM: 360.06 MSL NGVD29

STREETS REQUIRING 12" TRENCH CAP: EL CAJON BLVD.

TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: MEDIU

AS-BUILT INF	ORMATION
MATERIALS	MANUFA
PIPE CL 235 (WATER)	
PIPE SDR 35 (SEWER)	
GATE VALVES	
FIRE HYDRANTS	
SEWER MANHOLES	
REHABILITATE SEWER MANHOLES	
REHABILITATE SEWER MAIN	

# CITY OF SAN DIEGO PUBLIC WORKS PROJECT



POWAY

TRENCH RESURFACING SEWER MAIN SEWER MAIN CLEANOUT SEWER MANHOLE/PVC LINED 4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED REPLUMB SEWER LATERAL WITH C.O. SEWER LATERAL CONNECTION SEWER PUMP INCLUDING REPLUMB SEWER LATERAL WITH C.O. TUNNEL SEWER REPLUMB LATERAL WITH C.O. CONCRETE PROTECTION FOR EXIST SEWER PIPE CONCRETE ENCASEMENT ABANDON EX MANHOLE SLURRY FILL ABANDONED SEWER MAIN SURVEY MONUMENT

**IMPROVEMENTS** 

VALVES WITH CAPS AND WELLS

WATER MAIN & APPURTENANCES

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

I" WATER SERVICE UNLESS OTHERWISE SPECIFIED

AIR & VACUUM VALVE

LEGEND

SYMBOL

\_-\_\_\_O

P.L.

P.L.

P.L.

P.L.

- PROPOSED SEWER

P.L.

—-----**]●**€---

 $\triangle$ 

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F-----

- PROPOSED WATER

P.L. - - - - - - - (W)

G-01

WM P.L.

A.V.

\_\_\_\_

- PROPOSED SEWER

- PROPOSED SEWER

- PROPOSED SEWER

**----**

STANDARD DRAWINGS SDG-107, SDG-108 TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACED STREETS SEE DETAIL SHEET 15 SDS-100, SDS-101, SDS-108, SDS-110 (TYPE C) SC-0I SDS-IO6, SDS-IO7, SDM-II3, M-3, SM-03, SM-04, SM-07 SDS-100, SDS-102, SDS-103, SDS-104, SDS-105, SDS-108, SDS-IIO (TYPE C), SDS-II8

SDS-100, SDS-102, SDS-103 SDS-104, SDS-105, SDS-108 SDS-IIO (TYPE C), SDS-II8

SEE PLANS & SPECS

SDS-100, SDS-102, SDS-103 SDS-104, SDS-105, SDS-108, SDS-IIO (TYPE C), SDS-II8

SDS-100, SDS-102 SDS-103, SDS-104, SDS-105

SDS-116

SDS-II2

SM-08

SEE PLANS & SPECS

M-10

CUTTING AND PLUGGING ABANDONED WATER MAIN WP-03

SDW-IOO, WP-OI, WT-OI, FOR PIPE BEDDING & TRENCH BACKFILL DETAIL, SEE SHEET 15 SDW-100, SDW-109, WV-01, WV-02, WV-03, WV-04, WV-5

SDW-100, SDW-109, M-19, WF-04, WP-0I, WV-02 TYPE B, 6" FIRE HYDRANT SEE DETAIL SHEET 15

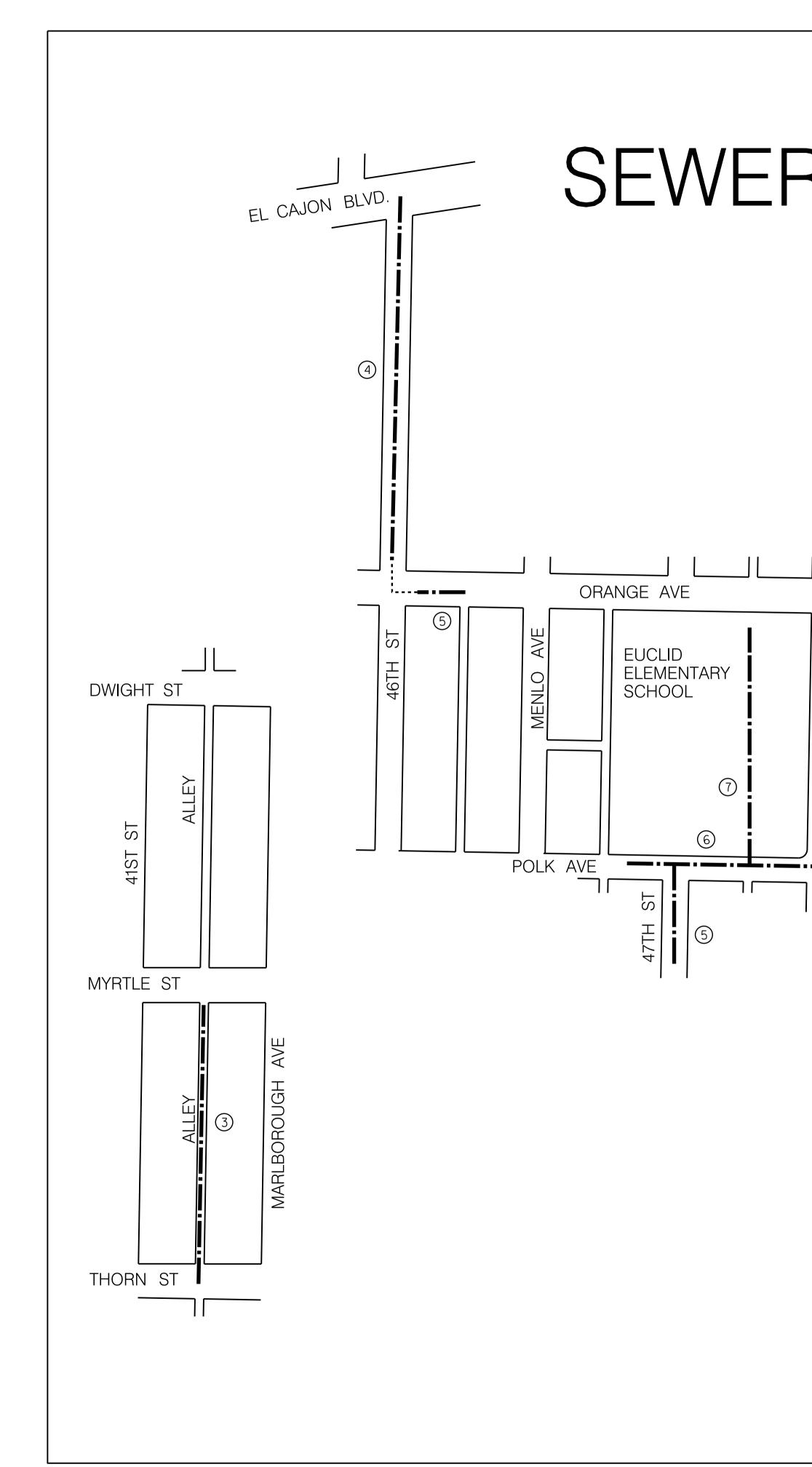
SDW-IOO, SDW-I34, SDW-I35 SDW-I36, SDW-I37, SDW-I38, WP-OI, WS-OI, WS-O2, WS-O3, NARROW TRENCH FOR 1" & 2" WATER SERVICES, SEE DETAIL, SHEET 15

> SDW-IOO, SDW-II7, WA-OI, WA-02. WA-04. WA-06

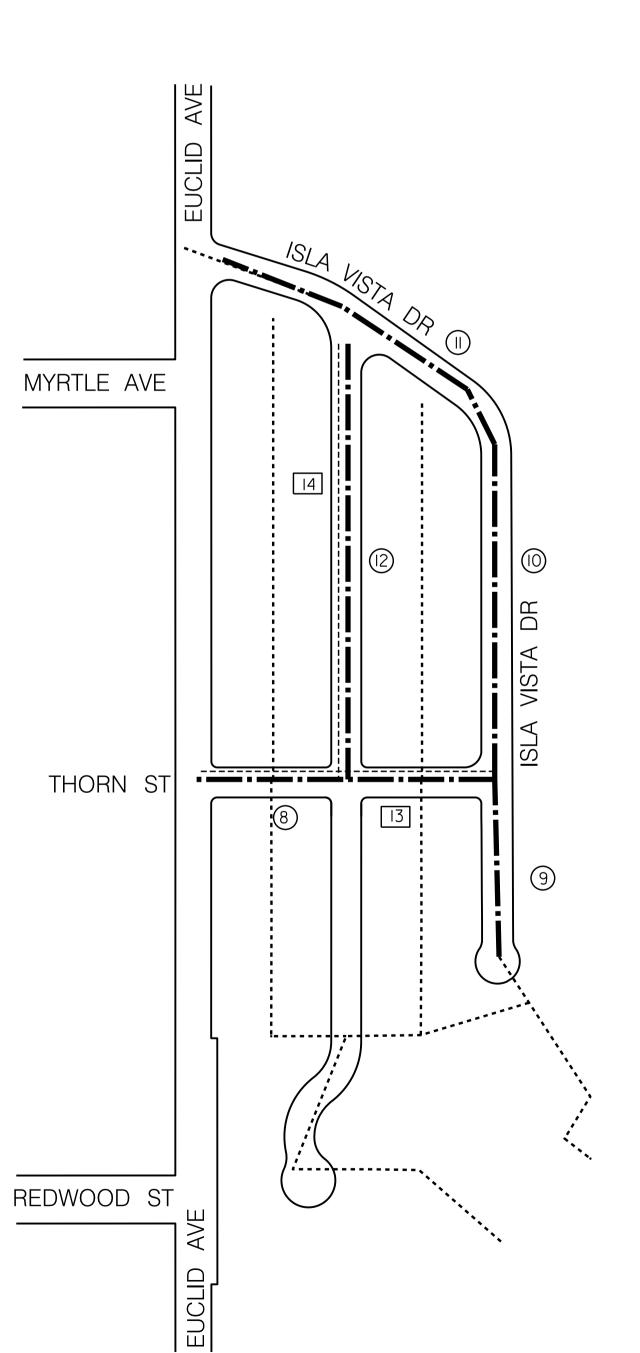
FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP, HORIZONTAL ALIGNMENT COORDINATE AND TRAFFIC CONTROL SHEETS.

		PLANS FOR THE CONSTRUCTION					CTION OF
		SEW	/ER a	GROL & WA <sup>-</sup>	_	-	JP 685
			(	COVEF	R S⊦	IEET	
JM	SPEC. NO. 5137	ENGINEERING AND CAPITAL PROJECTS DEPARTMENT				(WATER) WBS* <u>B-00081</u> (SEWER) WBS* <u>B-00333</u>	
ACTURER	PROFESS/ONA	APPROVED: FOR CITY ENGINEE	rios	09	0/27/ DATE	2	SUBMITTED BY: REGAN OWEN ASSOCIATE ENGINEER
-	No. C49744	DESCRIPTION	BY RD/AD	APPROVED	DATE	FILMED	REYNALDO DEGUZMAN PROJECT ENGINEER
-	Exp <u>9-30-14</u>						SEE EACH SHEET CCS27 COORDINATE
-	SATE OF CALIFORNIA						SEE EACH SHEET CCS83 COORDINATE
-		CONTRACTOR		DATE S	TARTED	 D	31952–01–D

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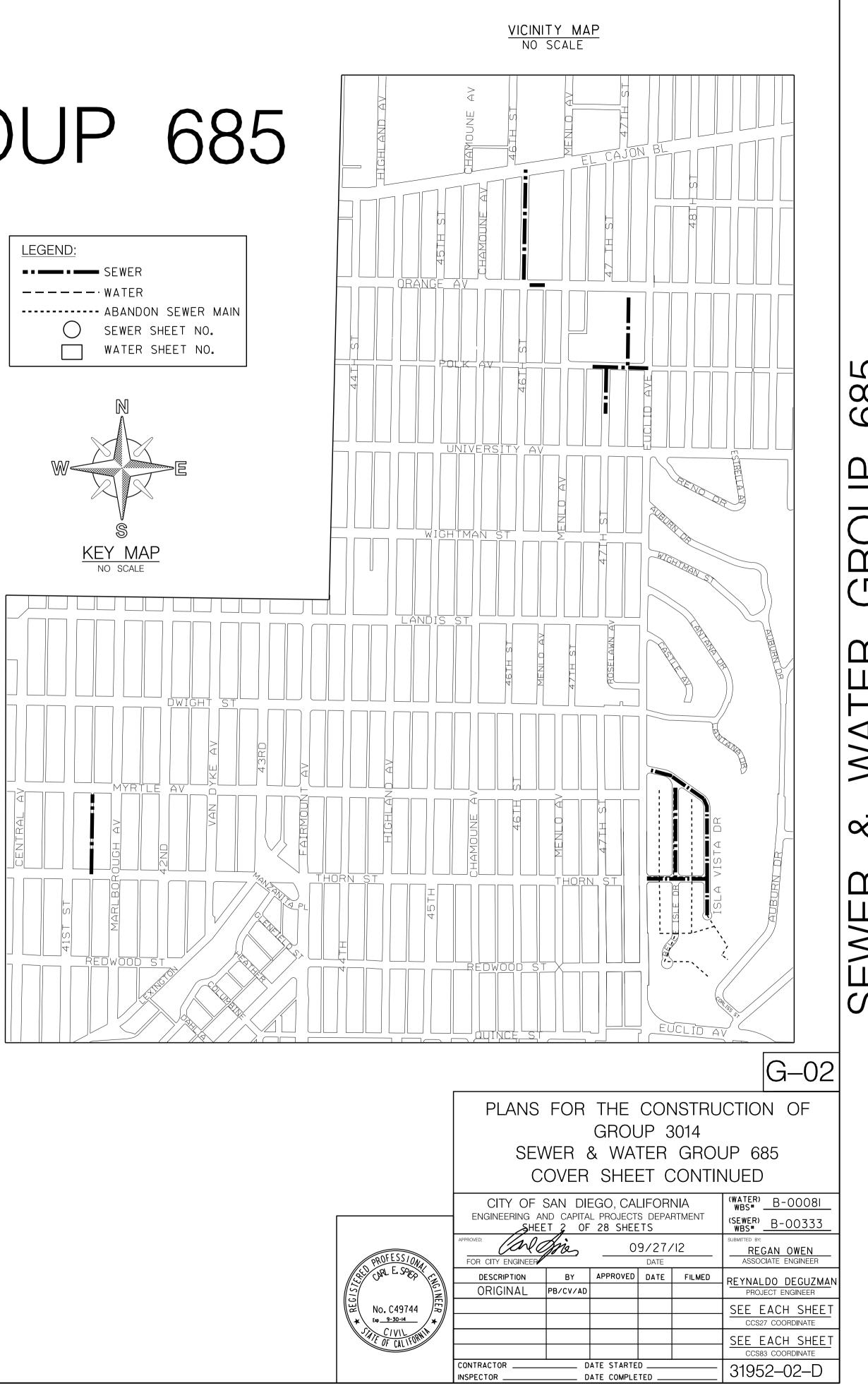
# GROUP 3014 EL CAJON BLVD. SEWER & WATER GROUP 685



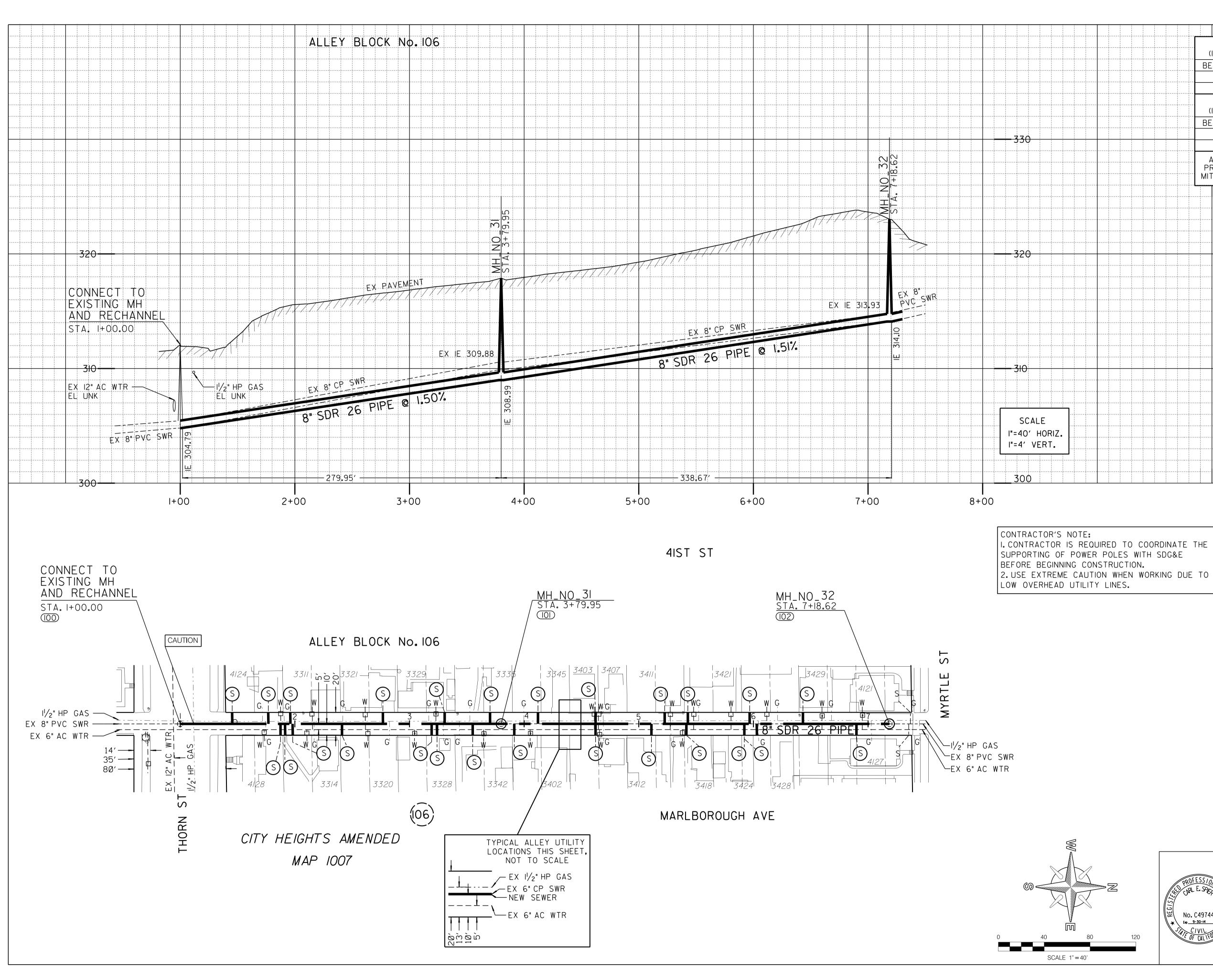








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	TERALS, AND OTHER TH	
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0+00.00	0+00.00	000 LF
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	MYRTLE AV	
	41ST	ORC
		NTS .
	THORN ST	

# REFERENCE:

FOR CITY ENGINER

INSPECTOR \_\_\_\_

WATER: 22702-7-D SEWER: I3677-2-L, 21031-4-D STORM DRAIN: N/A GAS: 6-140 ELECTRIC: N/A CABLE TV: N/A TELEPHONE: N/A IMPROVEMENTS: N/A FIELD BOOK: 120S 100' SCALE: 208-1734 THOMAS BROS .: 1269-H6

RETIREMENTS: 8" CP PIPE - 618'- 1921 INSTALLED MANHOLE: 3' X 4' - 2 - 1921 INSTALLED 4" SWR LATERALS - 26 - (CP) - 1921 INSTALLED

POINT NUMBERS (PT#) REPRESENT COORDINATE INFORMATION LOCATED ON THE HORIZONTAL ALIGNMENT SHT.

ΒY

RD/AD

GROUP 3014								
<u>SEWER</u> & WATER GROUP 685								
ALLEY BLOCK No. 106 OF MAP 1007 BTWN THORN ST & MYRTLE AVE								
CITY OF SAN DIEGO, CALIFORNIA (WATER) B-000								
ENGINEERING AND CAPITAL		(SEWER) WBS# -	B-00333					
ROVED:	09/27/12	SUBMITTED BY:	AN OWEN					
FOR CITY ENGINEER	DATE		CIATE ENGINEER					

APPROVED DATE FILMED

\_\_ DATE STARTED \_\_

\_\_ DATE COMPLETED \_

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	APPROVED:
PROFESSIONAL	FOR CITY ENGINE
	DESCRIPTION
ALL CURL E. SOLO THE	ORIGINAL
35 ISI No. C49744	
¥ Exp_ <u>9-30-14</u> ¥	
CIVIL OF CIVILORNIA	
OF LALITO	
	CONTRACTOR

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REYNALDO DEGUZMAN PROJECT ENGINEER

210-1737

CCS27 COORDINATE

6298321, 1850221 CCS83 COORDINATE

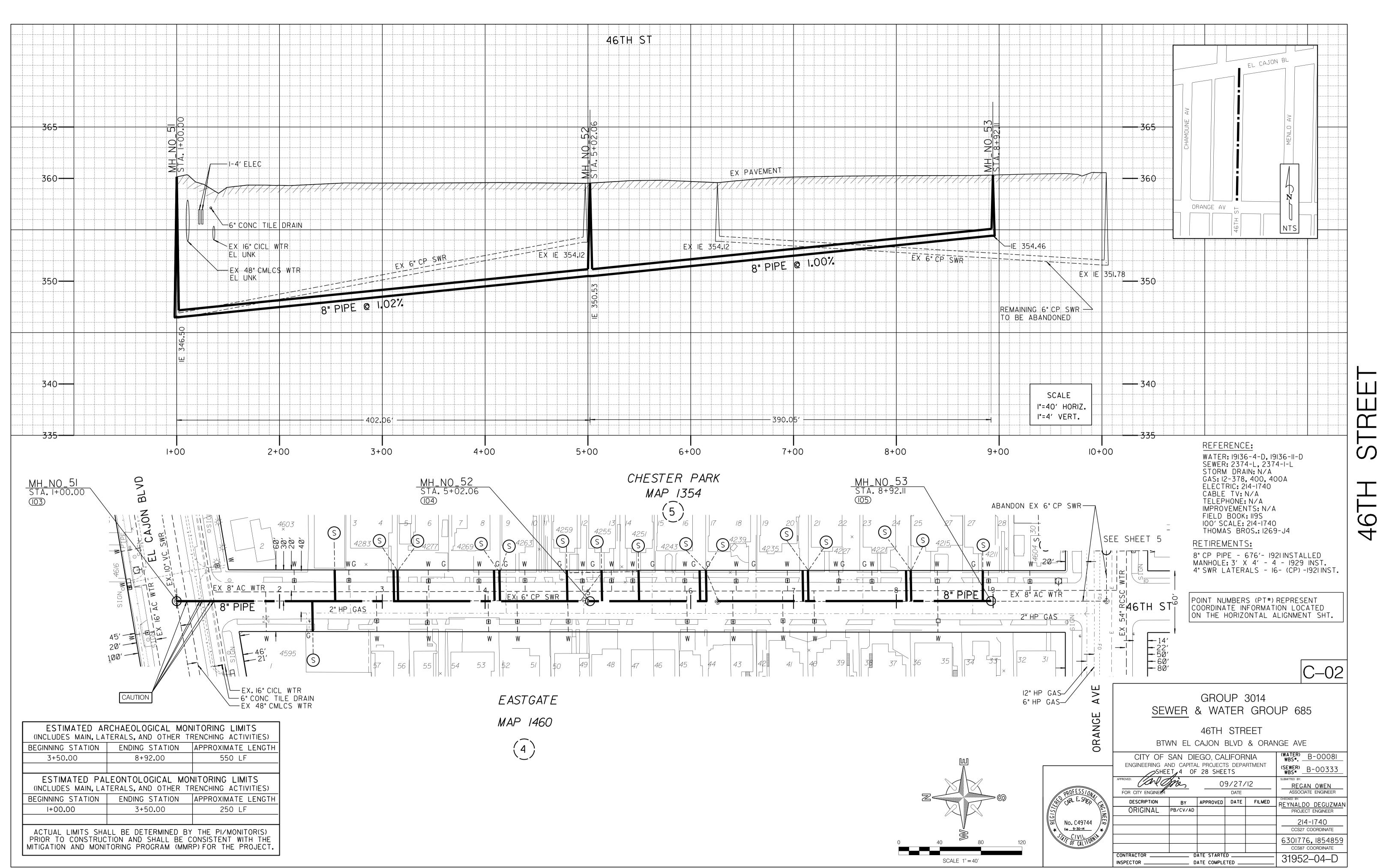
31952–03–D

1007

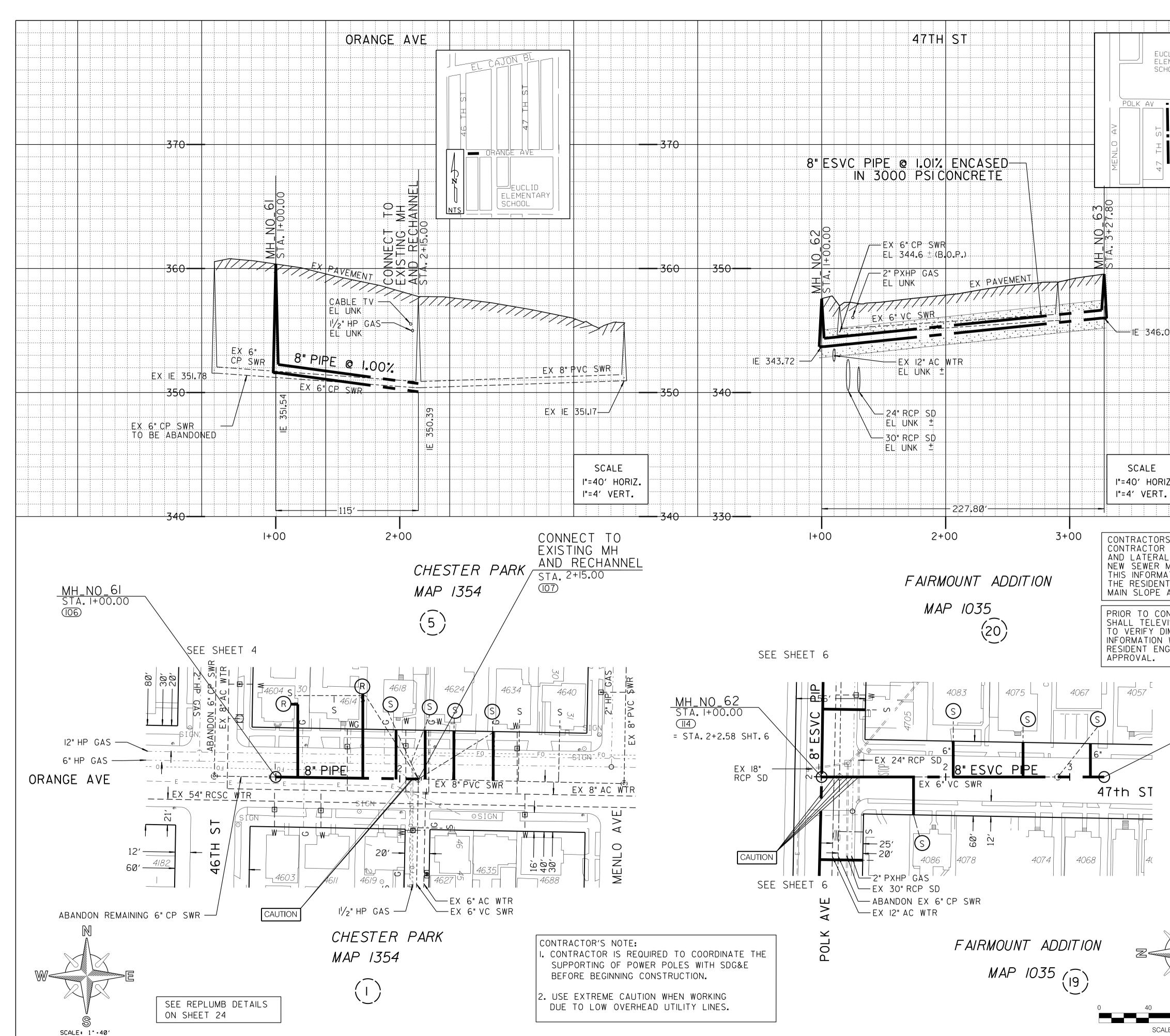
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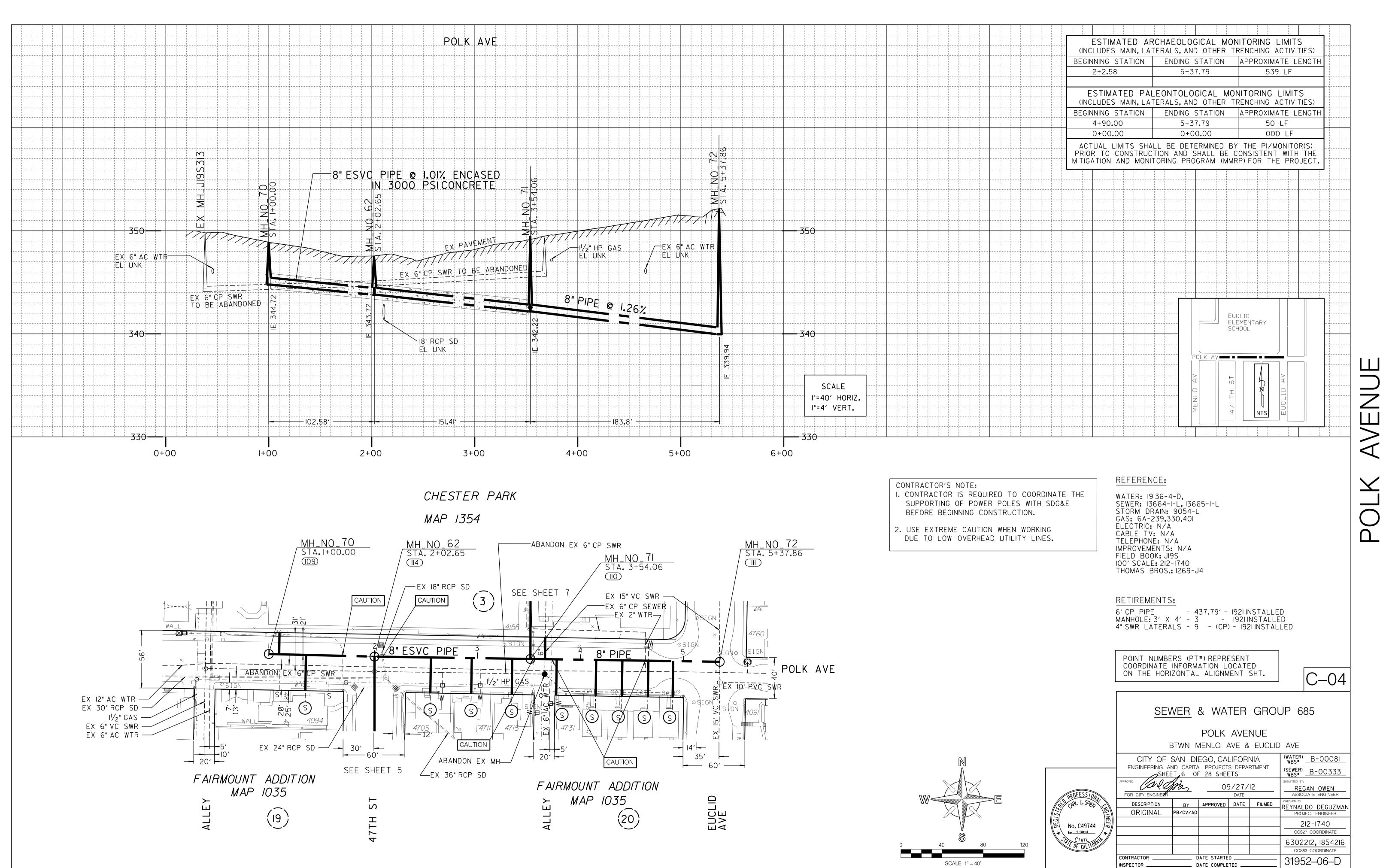
106



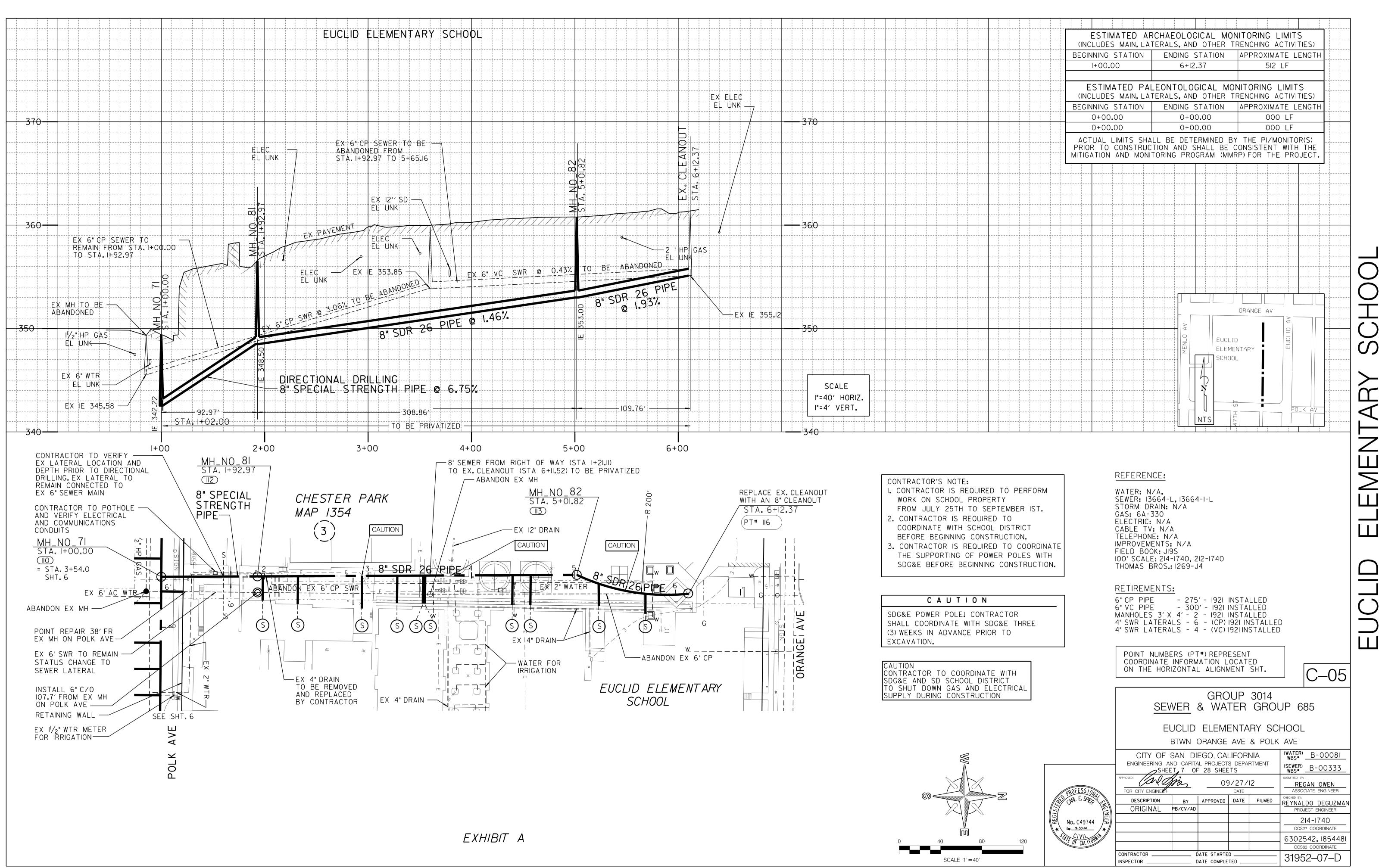
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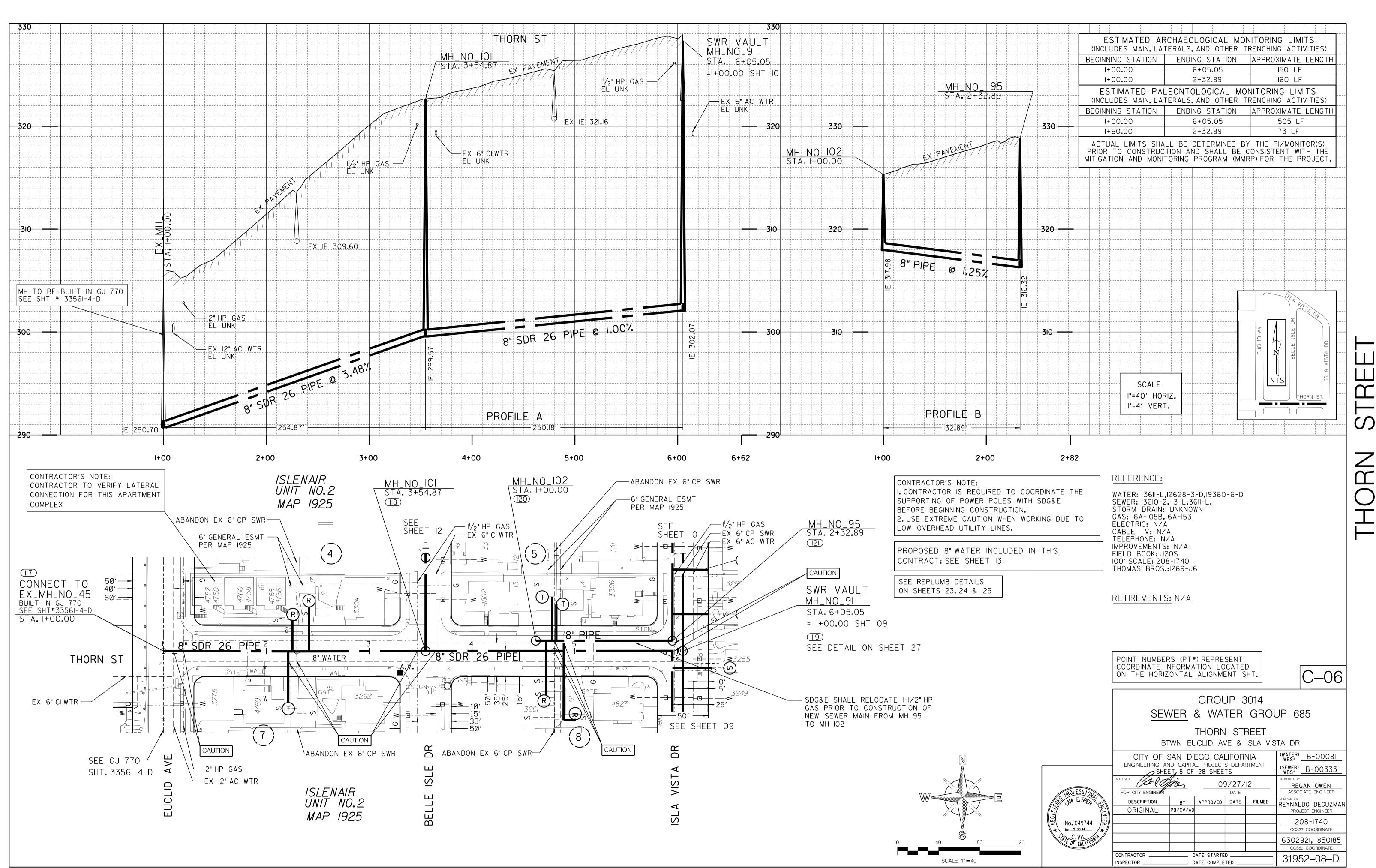
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SHALL POTHOLE EX 12" AC WTF SPRIOR TO CONSTRUCTION OF	R   WAT	[ER: 1913	— 6-4-D,19	360-7-D						
MAIN FROM MH 62 TO MH 63. TION WILL BE REVIEWED BY	SEW	1366	4-L, 237 4-I-L, 130	665-I-L	1					
T ENGINEER FOR THE FINAL AND DEPTH APPROVAL.	GAS		8,330,40	-I-L,237 DOA	4-I-L <b>,</b>	6463-L				
NSTRUCTION CONTRACTOR ISE EXISTING LATERALS	CAE TEL	BLE TV: EPHONE:	N/A N/A							
MENSION AND DEPTH. WILL BE PROVIDED TO THE	FIEL	D BOOK	ITS: N/A : JI8S, JI9 214-1740		,					
GINEER FOR INSTALLATION				-J4, 1269						
		TIREMEN								
	6" C MAN	P PIPE	- ' X 4' -	164 <b>.</b> 51'- I -	1921 IN	STALLE	D			
_MH_NO_63		SWR LATI Th ST:	erals -	6 -	(CP) -	- 1921 IN	STAL	LED		
STA. 3+27.80 (108)	6" V	C PIPE		176'- 192 2 - 192						
	4" S	WR LATI	ERALS -	4 - (Cl	P) - 19	921 INST	ALLE	)		
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	EM	GINEERING	AND CAPIT	IEGO, CAI al project f 28 Shee	S DEPA		(WAT WBS SEWE WBS		<u>0008</u> 0033	
PROFESS	APPROVED	Carl	Tion		9/27/	12	SUBMITT	ED BY: REGAN	OWEN	
CALL CARL E.S.	768 X 🔊 🔰 🛛 🗠	CITY ENGINE	BY	APPROVED	DATE DATE	FILMED	CHECKE	SSOCIATE E BY: NALDO I		
No. C49		DRIGINAL	PB/CV/AD					PROJECT E	NGINEEF	
80 120	└─_、、*/							2365,	RDINATE	
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E 1"=40'	INSPE(	CTOR		DATE COMPLE	TED			UU2-1	JU-1	



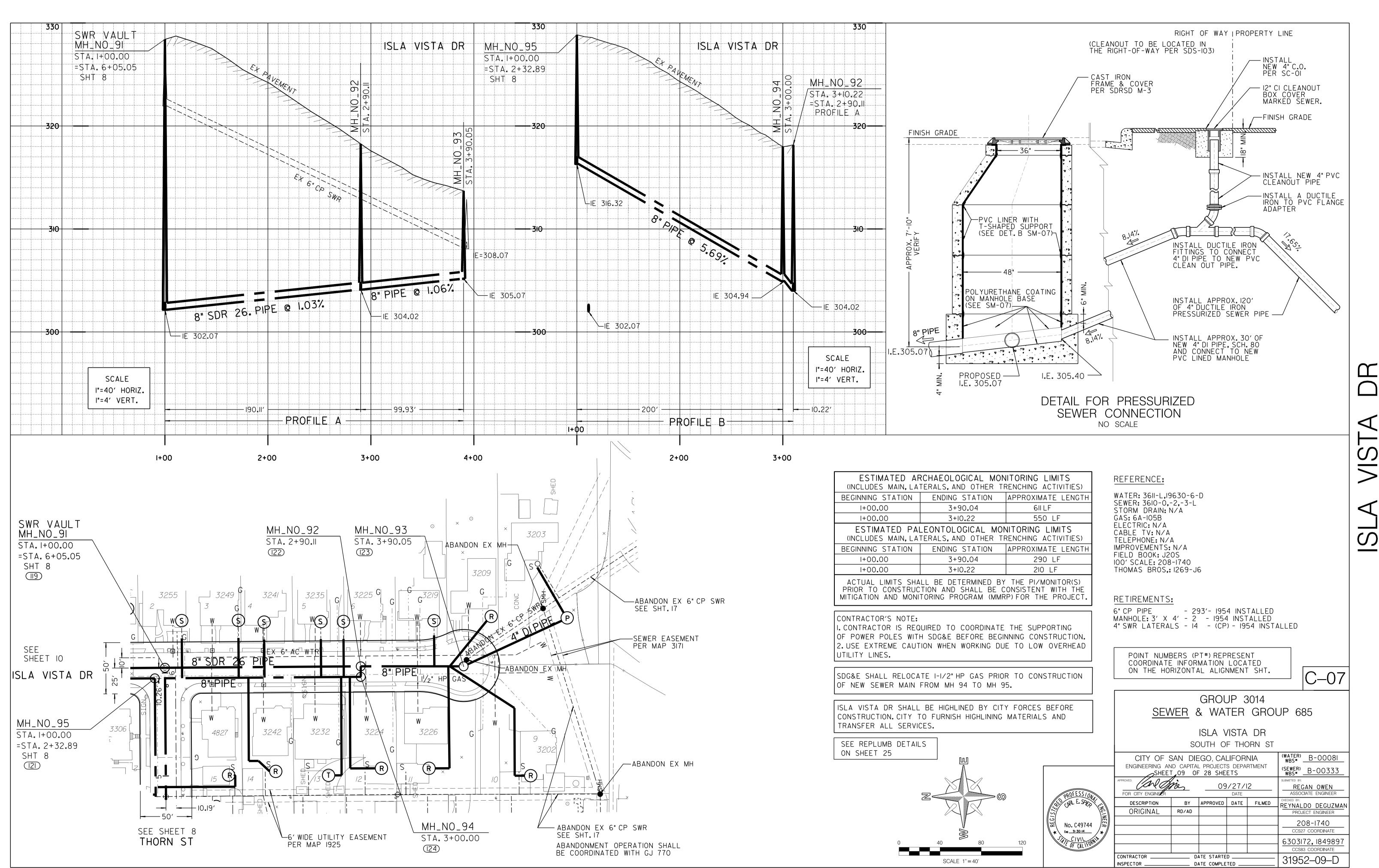
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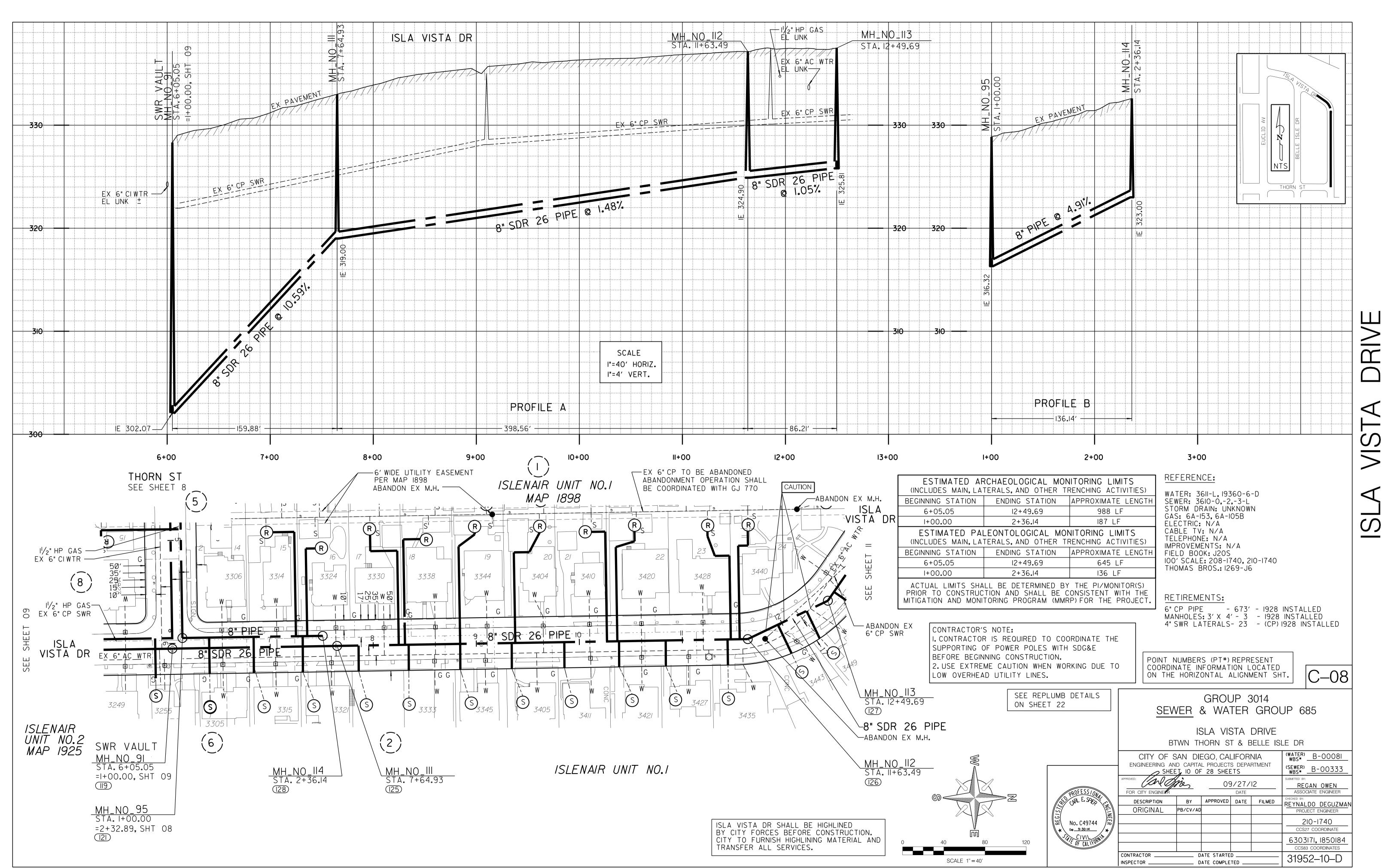
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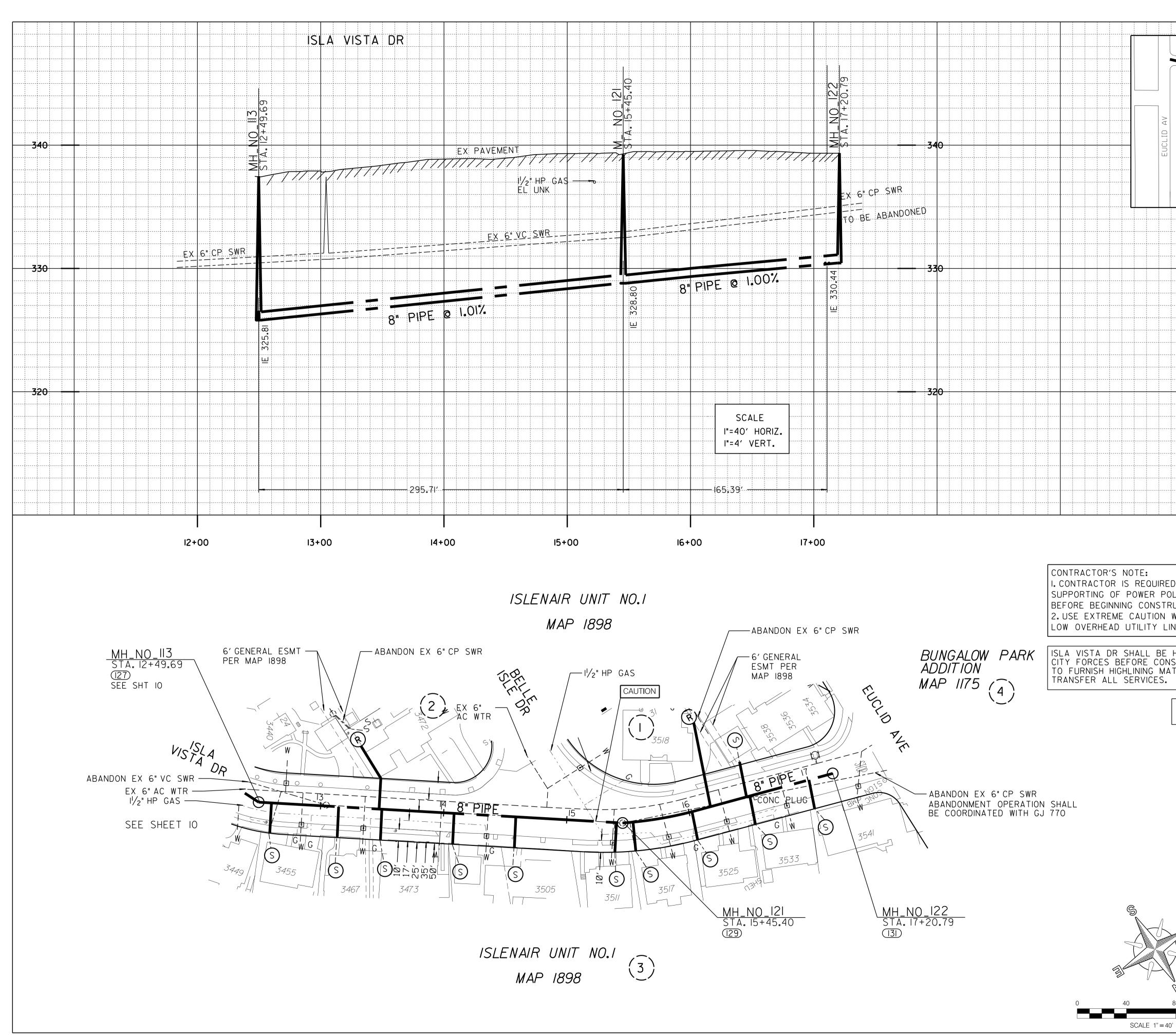
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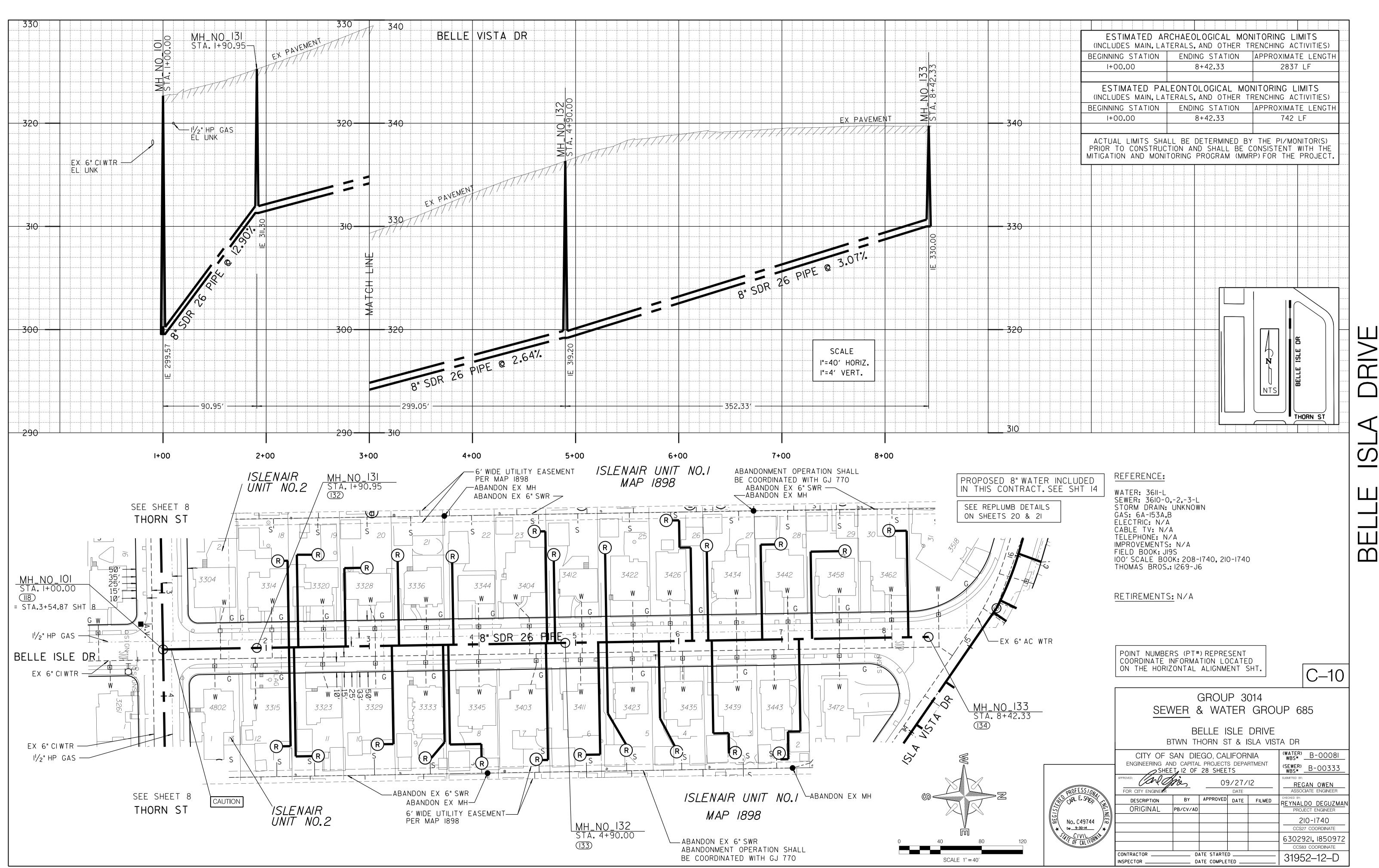


ISLA VISTA	(INCL BEGIN	STIMATED ARCHAEOLOGICAL MONITORING LIMITS UDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES) NING STATION ENDING STATION APPROXIMATE LENGTH 5+45.40 17+10.79 567 LF
EUCLID AV	(INCL BEGIN	STIMATED PALEONTOLOGICAL MONITORING LIMITS .UDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)NING STATIONENDING STATIONAPPROXIMATE LENGTH 2+49.6915+45.40296 LF15+45.40
		JAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE TION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.
RED TO COORDINAT POLES WITH SDG&E STRUCTION. N WHEN WORKING D LINES. BE HIGHLINED BY ONSTRUCTION. CITY MATERIAL AND S.		REFERENCE: WATER: 36II-L, 19360-6-D SEWER: 36I0-0,-2,-3-L STORM DRAIN: UNKNOWN GAS: 6A-153A,B ELECTRIC: N/A CABLE TV: N/A TELEPHONE: N/A IMPROVEMENTS: N/A FIELD BOOK: JI9S IOO' SCALE: 2I0-1740 THOMAS BROS.: 1269-J6
SEE REPLUMB ON SHEET 23	DETAILS	RETIREMENTS: 6" CP PIPE - 293' - 1928 INSTALLED 6" VC PIPE - 240' - 1928 INSTALLED MANHOLES: 3' X 4' - 2 - 1928 INSTALLED 4" SWR LATERALS- 6 - (CP) 1928 INSTALLED 4" SWR LATERALS- 7 - (CP) 1928 INSTALLED
		POINT NUMBERS (PT#) REPRESENT COORDINATE INFORMATION LOCATED ON THE HORIZONTAL ALIGNMENT SHT.
		GROUP 3014 <u>SEWER</u> & WATER GROUP 685 ISLA VISTA DRIVE
M		BTWN BELLE ISLE DR & EUCLID AVE         CITY OF SAN DIEGO, CALIFORNIA         ENGINEERING AND CAPITAL PROJECTS DEPARTMENT         SHEET, II OF 28 SHEETS         SHEET, II OF 28 SHEETS         SUBMITTED BY:
	PROFESSIONAL CNRL E. SOCO SCIENCE No. C49744	CONCINE     09/27/12     REGAN OWEN       FOR CITY ENGINEER     DATE     ASSOCIATE ENGINEER       DESCRIPTION     BY     APPROVED     DATE     FILMED     CHECKED BY:
80 120 = 40'	No. C49744 $\star$ $E_{00}$ $\xrightarrow{9-30-14}$ $\star$ $S_{14}$ $C/VIL$ $KIR$	CONTRACTOR     DATE STARTED     31952-11-D

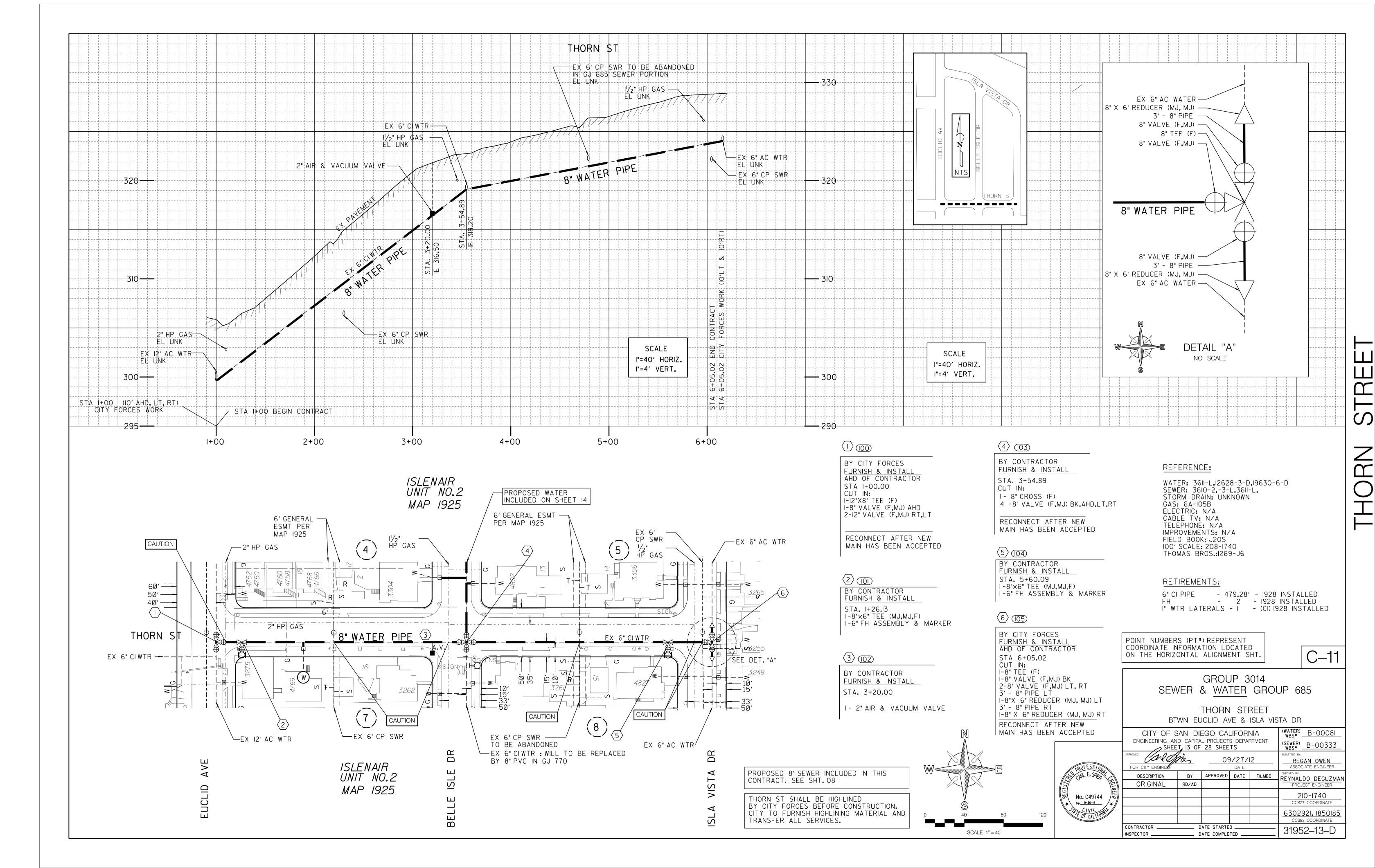
INSPECTOR \_\_\_\_\_

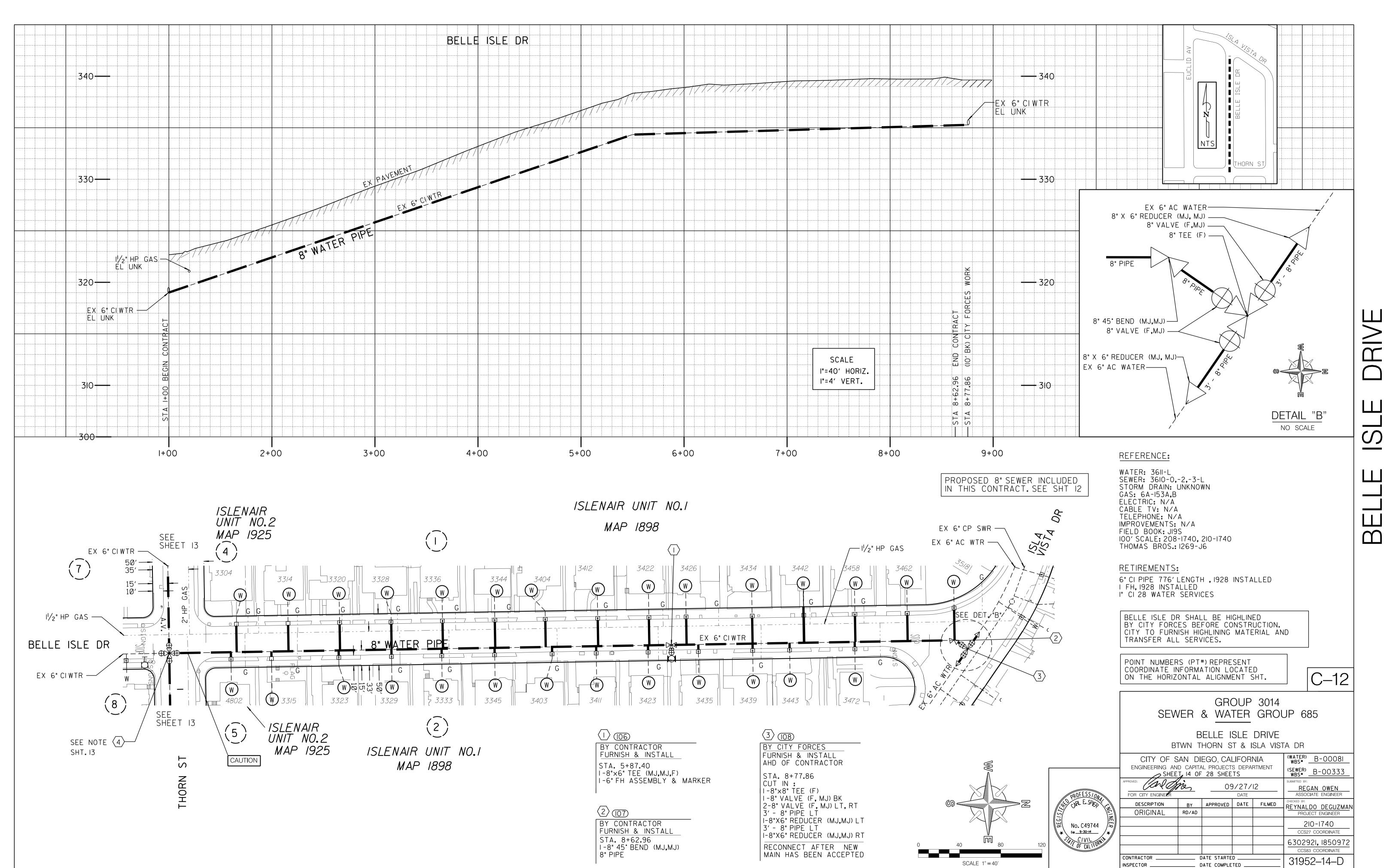
\_\_\_\_ DATE COMPLETED \_\_

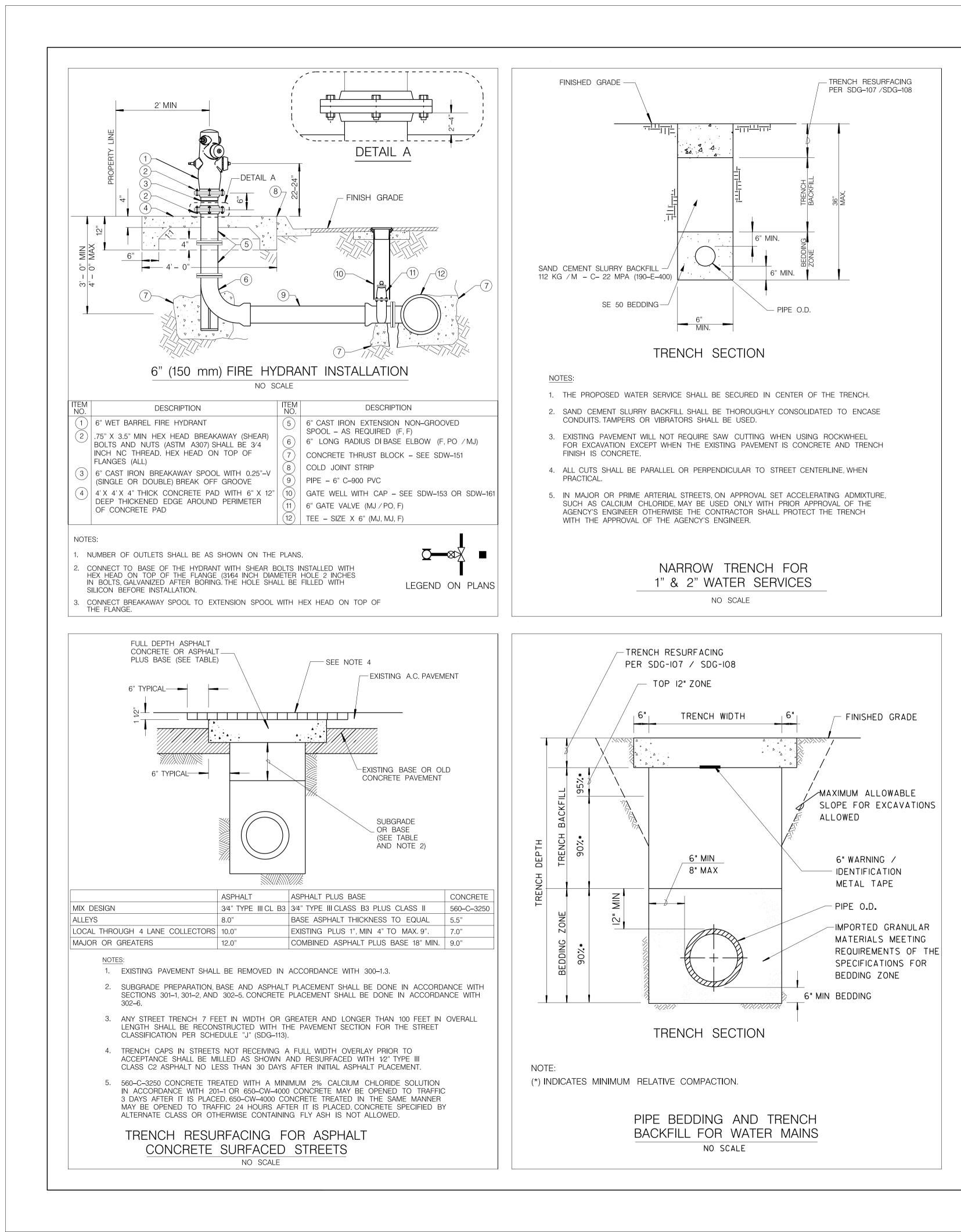
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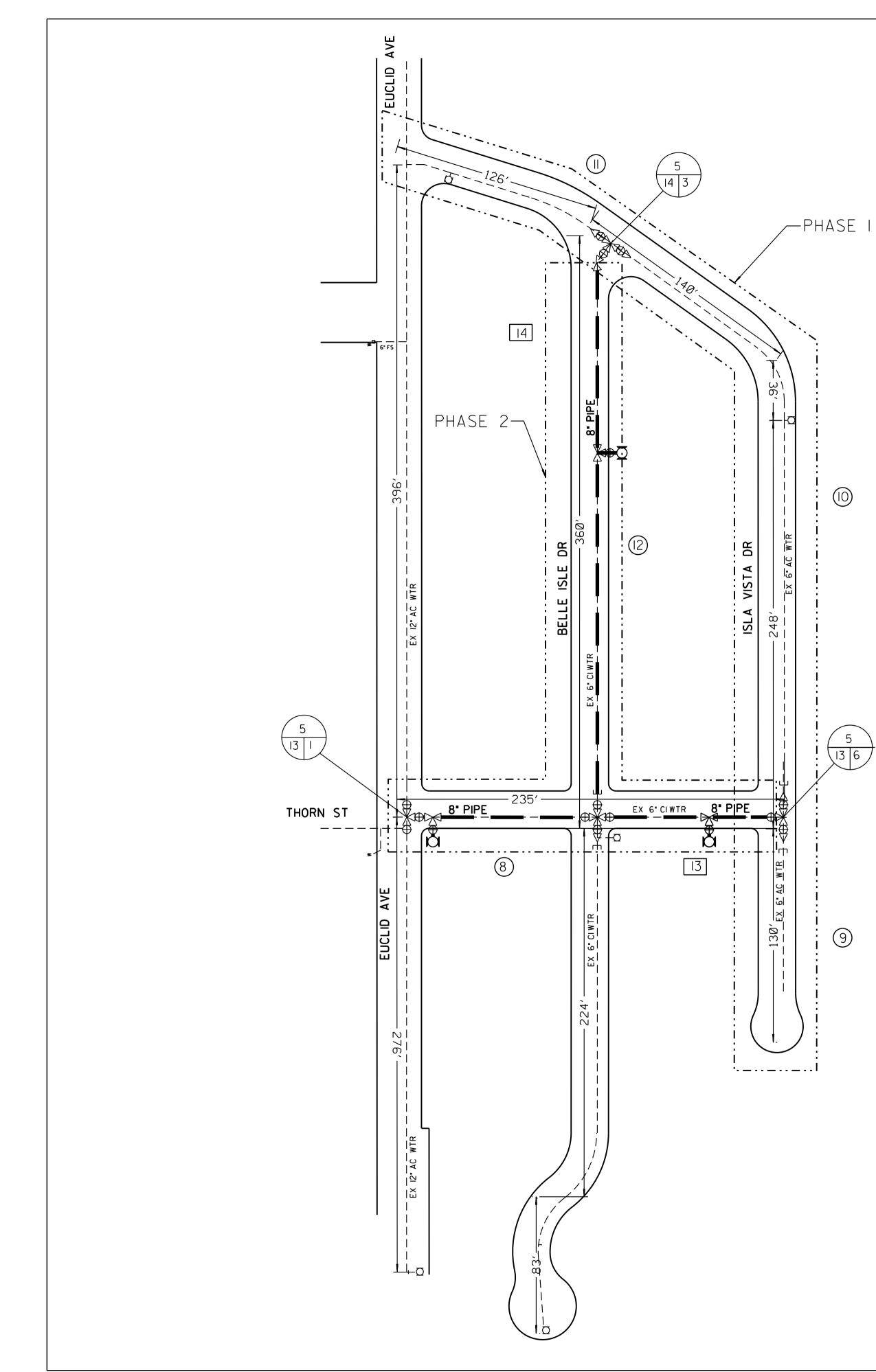
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			& WA	TER		JP 685
	MISC.	CONS	STRUCT	ION	DETAIL	LS SHEET
	(WATER) <u>B-00081</u> WBS# <u>B-00333</u>					
PROFESSIONA	APPROVED: FOR CITY ENGINEER DATE				WBS#OOUDDD SUBMITTED BY: REGAN_OWEN ASSOCIATE_ENGINEER	
The second is set of the second secon	DESCRIPTION	BY RD/AD	APPROVED	DATE	FILMED	REYNALDO DEGUZMAN PROJECT ENGINEER
No. C49744						210-1740 CCS27 COORDINATE
STATE OF CALIFORNIA						6302921, 1850972 CCS83 COORDINATE
	CONTRACTOR		DATE STARTE DATE COMPLE			31952–15–D



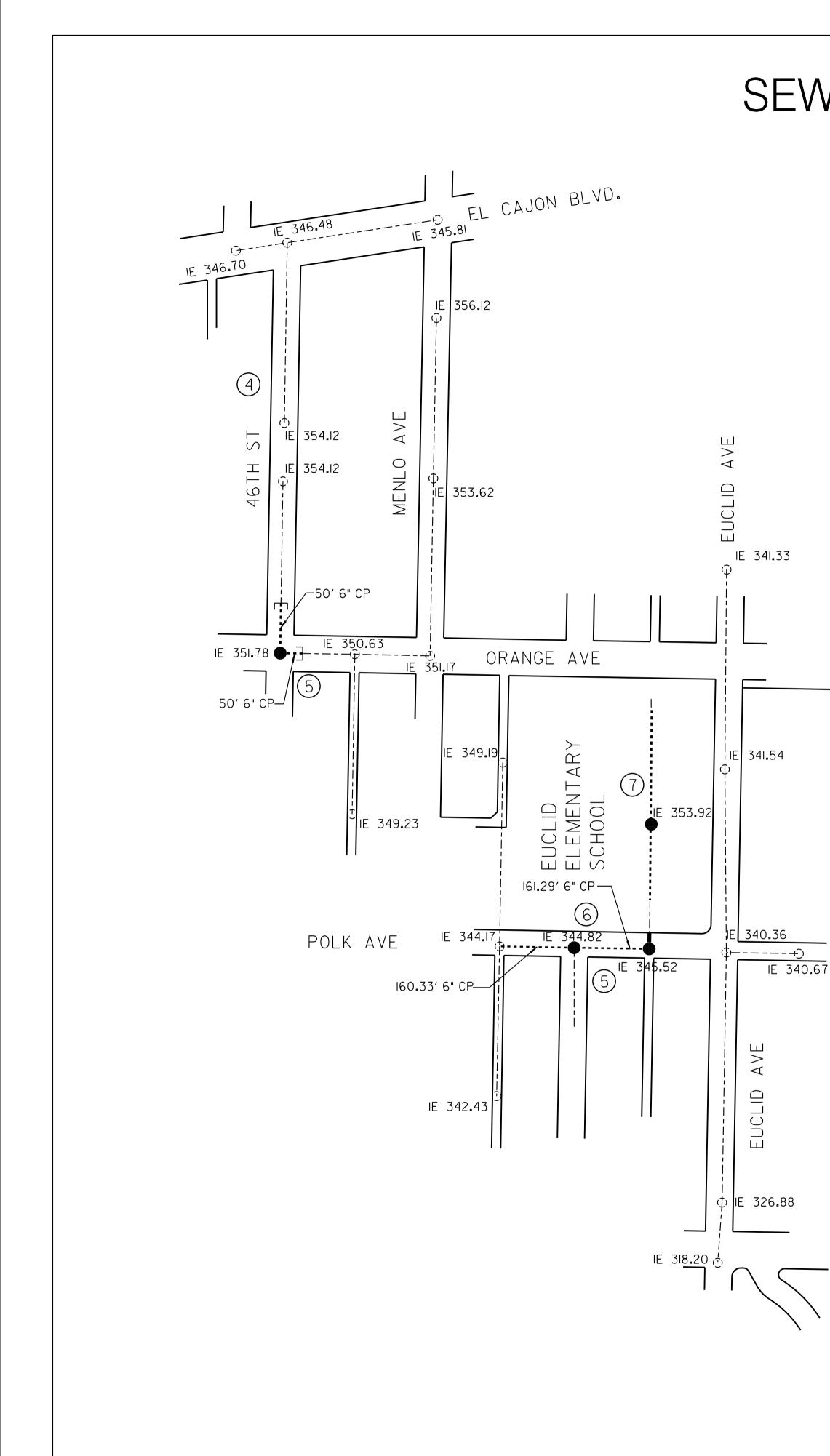
WORK BY CITY FORCES

LIST OF MATERIALS TO BE FURNISHED AND INSTALLED BY THE CITY FORCES						
QUANTITY	DESCRIPTION					
I	12" × 8" TEE					
I	8" VALVE					
2	I2" VALVE					
2	8" × 6" REDUCER					
	8" TEE					
3	8" VALVE					
10′	8" PIPE					
2	8" × 6" REDUCER					
I	8" TEE					
3	8" VALVE					
10′	8" PIPE					
	STALLED BY QUANTITY I 2 2 3 IO' 2 1 3 IO'					

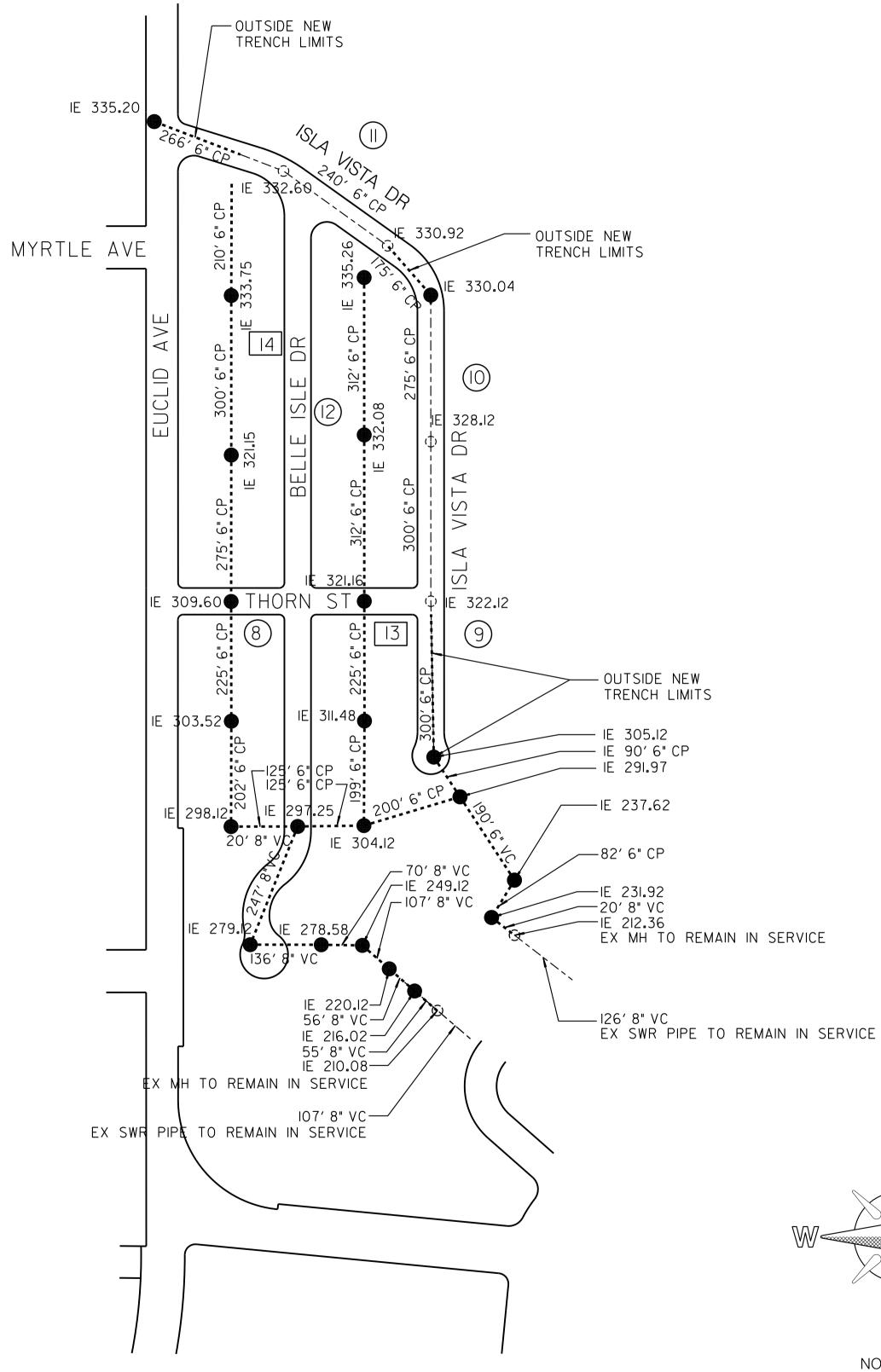
NOTE:

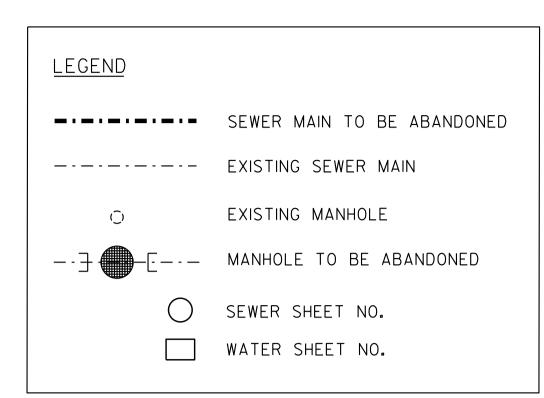
NO STRUCTURE SHALL BE MORE THAN 1000 FEET FROM A "LIVE FIRE HYDRANT AT ANY TIME DURING CONSTRUCTION. THE DISTANCES SHALL BE MEASURED USING STREETS, PRIVATE ROADS, OR OTHER ROUTES DRIVEN BY EMERGENCY VEHICLES.

LEGEND								
EXISTING WATER MAIN								
PROPOSED WATER MAIN The hydrant to remain in service during construction Fire hydrant to be replaced								
CITY FORCES NOTE NUMBER (THIS SHEET) CITY FORCES NOTE NUMBER (PLAN & PROFILE SHT.) PLAN & PROFILE "D" SHEET NUMBER								
BC BEFORE CONTRACTOR AC AFTER CONTRACTOR O SEWER SHEET NO. WATER SHEET NO.								
WORK BY CITY	FORCES	_						
AREA TO BE	-VE NDON T AND INSTA AND/OR TEE S TIONS	) IN VIST	PHA: A DR	SES )	_	SLE DR)		
	SEV	VER	GROU & WA			C-14 JP 685		
WORK BY CITY FORCES         DETAILS         CITY OF SAN DIEGO, CALIFORNIA         ENGINEERING AND CAPITAL PROJECTS DEPARTMENT         SHEET 16 OF 28 SHEETS         SHEET 26 OF 28 SHEETS						(WATER)B-00081		
PROFESSION AND CORL E. SPECIFIC	DEPUTY DIRECTOR DESCRIPTION ORIGINAL	BY RD/AD	O	DATE	FILMED	REGAN OWEN SECTION HEAD CHECKED BY: REYNALDO DEGUZMAN ASSOCIATE ENGINEER 210-1740		
ALE	CONTRACTOR		ATE STARTE ATE COMPLE			SEE EACH SHEET CCS83 COORDINATE 31952–16–D		



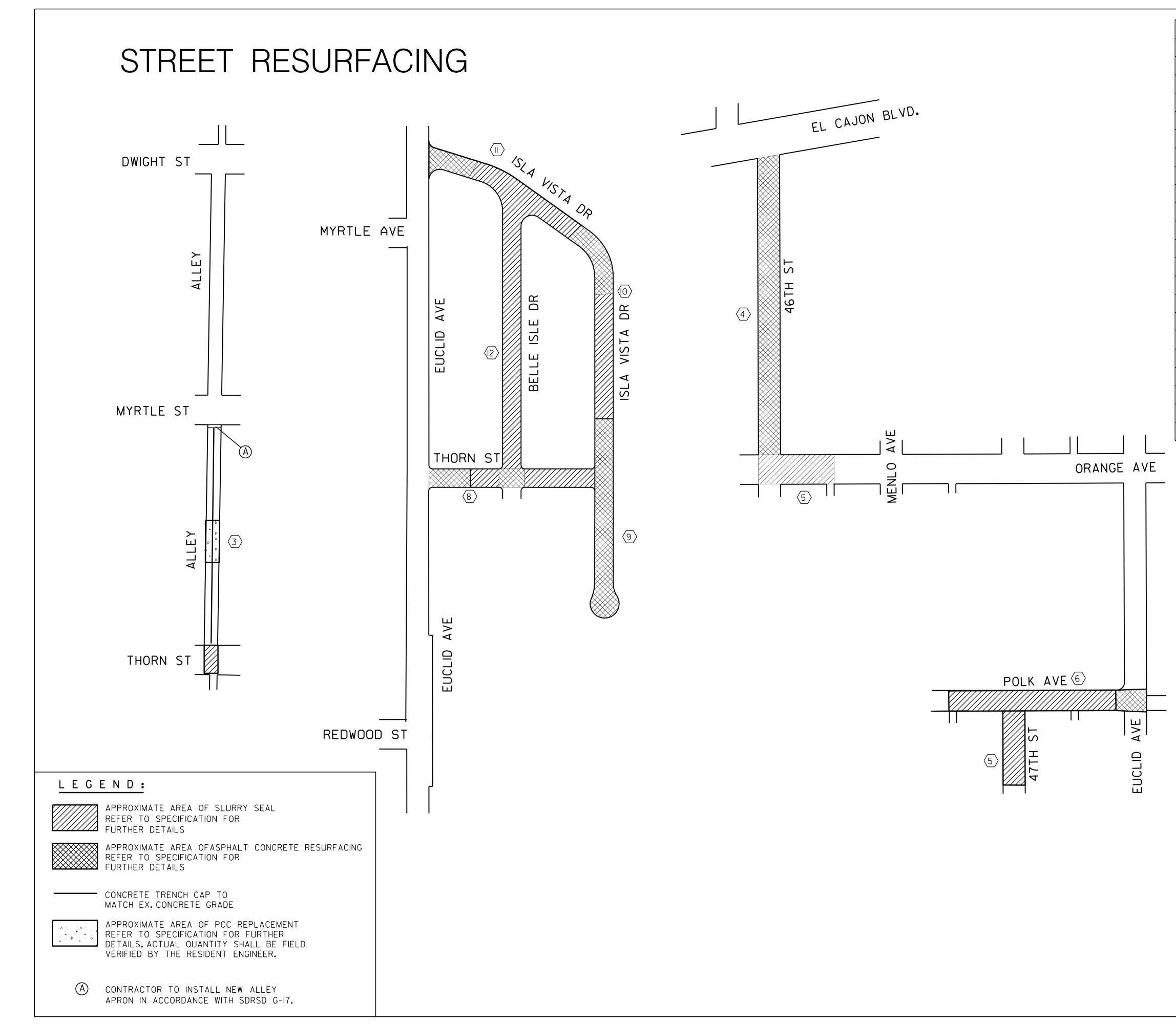
# SEWER ABANDONMENT





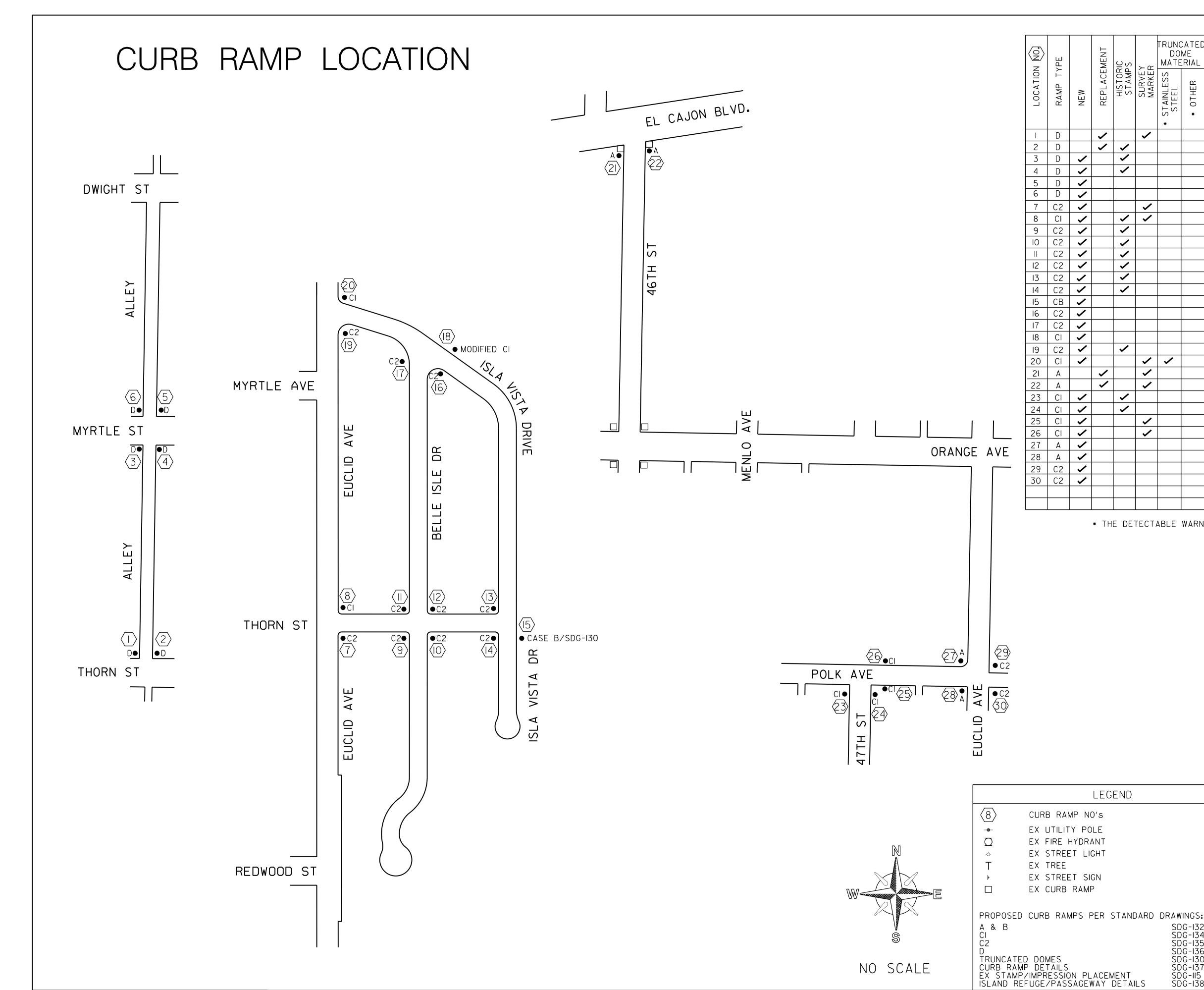
CAUTION: EXTREME PRECAUTION SHALL BE TAKEN DURING ABANDONMENT OPERATION !

							C–15
			GROL	JP 3	3014		
W	SEV	/ER	& WA <sup>-</sup>	TER	GRO	JP 6	85
	SEWER ABANDONMENT						
	CITY OF S		,			(WATER) WBS#	B-00081
Ś	ENGINEERING AND CAPITAL PROJECTS DEPARTMENT					(SEWER) WBS#	B-00333
NO SCALE	APPROVED: 09/27/12 FOR CITY ENGINEER DATE				CAN OWEN		
227776	DESCRIPTION	BY	APPROVED	DATE	FILMED	CHECKED BY:	.DO DEGUZMAN
E PROFESSION	ORIGINAL	RD/AD					IECT ENGINEER
No. C49744							10-1740 7 COORDINATE
Exp <u>9-30-14</u>							ACH SHEET
OF CALIFORNIA	CONTRACTOR		ATE STARTE			3195	52–17–D



PAVING SCHEDULE NOTES						
	NO. LOCATION	RESTORATION REQUIRED	STATION	STATION	WIDTH	APPROX. AREA
3	SHT 03 - ALLEY BLOCK 106 BET THORN ST & MYRTLE ST	A/C OVERLAY	0+75.00	I+25.00	50′	2,500
3		PCC REPLACEMENT	3+50.00	5+00.00	20'	3,000
$\langle 4 \rangle$	SHT 04 - 46TH ST BET EL CAJON & ORANGE	A/C OVERLAY	1+50.00	9+80.00	40′	33,200
5	SHT 05 - ORANGE AV BET 46TH ST & MENLO ST	SLURRY SEAL	0+20.00	2+20.00	40′	8,000
(5)	SHT 05 - 47TH ST BET 46TH ST & MENLO ST	SLURRY SEAL	I+25 <b>.</b> 00	3+50.00	40′	9,000
6	SHT 06 - POLK AV BET MENLO AV & EUCLID AV	SLURRY SEAL	0+20.00	4+60.00	40′	17,600
6	SHT 06 - POLK AV BET MENLO AV & EUCLID AV	A/C OVERLAY	4+60.00	5+60.00	40′	4,000
8	SHT 08 - THORN ST BET EUCLID & ISLA VISTA	A/C OVERLAY	1+10.00	2+40.00	30'	3,900
8	SHT 08 - THORN ST BET EUCLID & ISLA VISTA	SLURRY SEAL	2+40.00	3+30.00	30′	2,700
8	SHT 08 - THORN ST BET EUCLID & ISLA VISTA	A/C OVERLAY	3+30.00	3+80.00	50′	2,500
$\langle 8 \rangle$	SHT 08 - THORN ST BET EUCLID & ISLA VISTA	SLURRY SEAL	3+80.00	5+90.00	30′	6,300
9	SHT 09 - ISLA VISTA DR SOUTH OF THORN ST	A/C OVERLAY	0+70.00	4+20.00	30′	10,500
$\langle 0 \rangle$	SHT IO - ISLA VISTA DR BET THORN ST & BELLE ISLE	A/C OVERLAY	6+20.00	8+00.00	30′	5,400
$\langle 0 \rangle$	SHT IO - ISLA VISTA DR BET THORN ST & BELLE ISLE	SLURRY SEAL	8+00.00	II+20 <b>.</b> 00	30′	9,600
$\langle 0 \rangle$	SHT IO - ISLA VISTA DR BET THORN ST & BELLE ISLE	A/C OVERLAY	II+20 <b>.</b> 00	12+50.00	30′	3,900
$\langle    \rangle$	SHT II - ISLA VISTA DR BET THORN ST & BELLE ISLE	A/C OVERLAY	12+50.00	13+60.00	30′	3,300
$\langle    \rangle$	SHT II- ISLA VISTA DR BET THORN ST & BELLE ISLE	SLURRY SEAL	13+60.00	17+60.00	30′	12,000
(12)	SHT 12 - BELLE ISLE DR BET THORN ST & ISLA VISTA	SLURRY SEAL	I+20 <b>.</b> 00	8+80.00	30′	22,800
TOTAL AREA OF SLURRY SEAL						88,000SF
TOTAL AREA OF A/C OVERLAY						69,200SF
TOTAL AREA OF PCC REPLACEMENT						3,000SF

						C–16	
	SEV	VER	GROU & WA			JP 685	
	STREET RESURFACING DETAILS						
S	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 18 OF 28 SHEETS					(WATER) <u>B-00081</u> (SEWER) <u>B-00333</u> WBS*	
NO SCALE	FOR CITY ENGINEER					SUBMITTED BY: REGAN OWEN ASSOCIATE ENGINEER	
PROFESSION	DESCRIPTION	BY RD/AD	APPROVED	DATE	FILMED	REYNALDO DEGUZMAN PROJECT ENGINEER	
No. C49744						208-1740 CCS27 COORDINATE	
No. C49744						SEE EACH SHEET CCS83 COORDINATE	
OF CALIFORN	CONTRACTOR		DATE STARTE DATE COMPLE			31952–18–D	

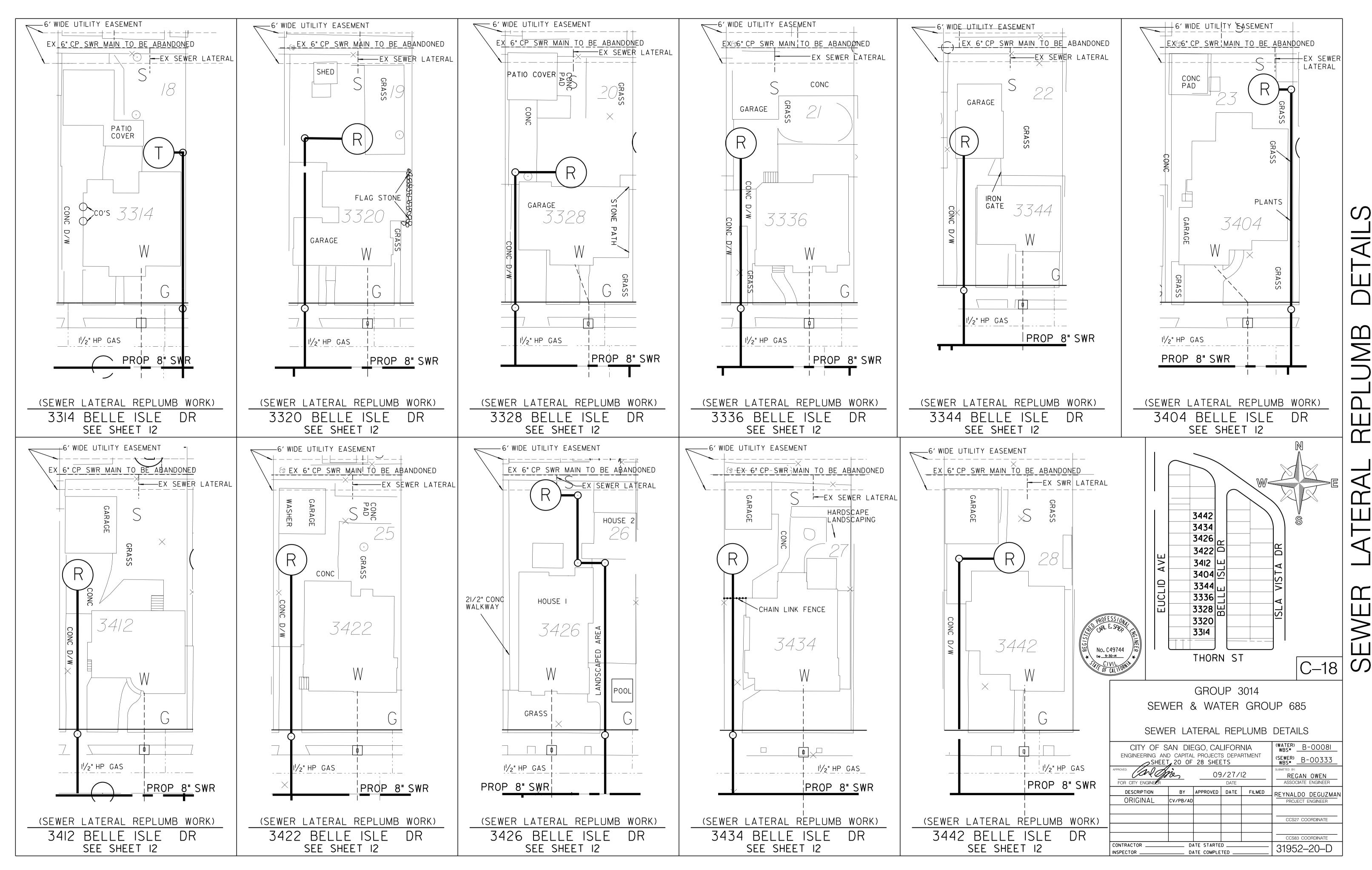


				CURB RAMP NOTES TABLE
SURVEY MARKER	* STAINLESS MODULA STEEL STEEL	ME	CONSTRAINTS	COMMENTS / MODIFICATIONS
✓				SAVE HISTORIC STAMP AND REPAIR SURFACE DAMAGE ALONG CROSSING AREA SAVE HISTORIC STAMP AND REPAIR SURFACE DAMAGE ALONG CROSSING AREA
<b>&gt;</b>				ADJUST LOCATION OF LIMIT LINE AS REQUIRED. ADJUST LOCATION OF LIMIT LINE AS REQUIRED.
				CASE B / SDG 130
				ADJUST LOCATION OF LIMIT LINE AS REQUIRED. ADJUST LOCATION OF LIMIT LINE AS REQUIRED. ADJUST LOCATION OF LIMIT LINE AS REQUIRED.
✓ ✓				REPLACE EXISTING CURB RAMP.ADJUST LOCATION OF LIMIT LINE AS REQUIRED. REPLACE EXISTING CURB RAMP.ADJUST LOCATION OF LIMIT LINE AS REQUIRED.
<b>&gt;</b>				

\* THE DETECTABLE WARNING TILES SHALL BE PER THE CITY'S APPROVED MATERIALS LIST

NOTE: Contractor to notify surveying 30 days Prior to removal of sidewalk for curb ramp Construction to relocate any survey markers.

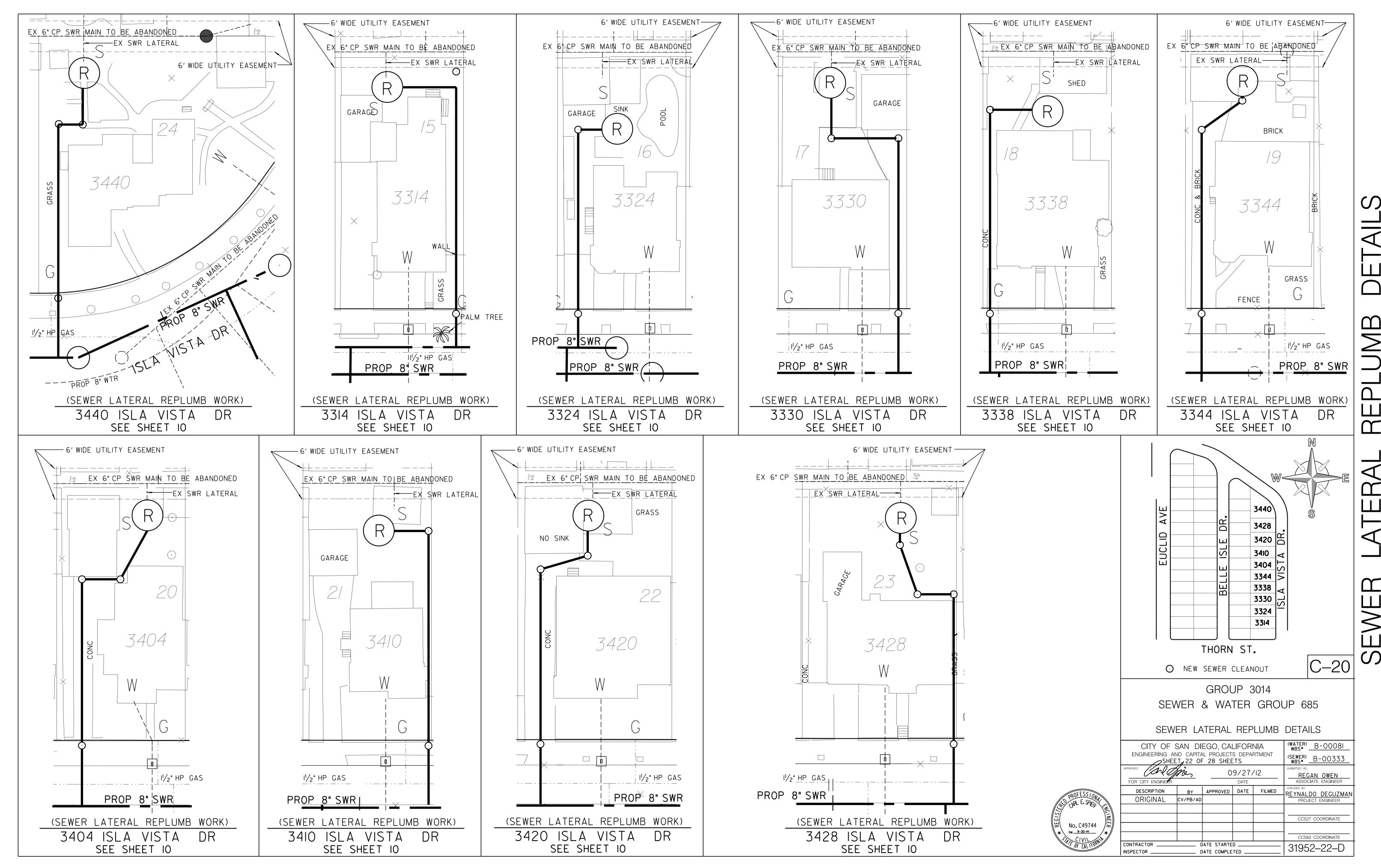
C-17 GROUP 3014 SEWER & WATER GROUP 685 CURB RAMP LOCATION /DATE STAMPS (WATER) WBS\* B-00081 CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT (SEWER) WBS# B-00333 SHEET, 19 OF 28 SHEETS Carl Opio BMITTED B 09/27/12 REGAN OWEN ASSOCIATE ENGINEER OR CITY ENGINER DATE DESCRIPTION BY APPROVED DATE FILMED REYNALDO DEGUZMAN PROJECT ENGINEER ROFESSIONAL SED CARL E SPERITE SDG-132 SDG-134 SDG-135 SDG-136 SDG-130 SDG-137 SDG-137 SDG-138 ORIGINAL RD/AD SEE EACH SHEE No. C49744 CCS27 COORDINATE SEE EACH SHEE CCS83 COORDINATE STATE OF CALIFORNIA CONTRACTOR \_\_\_\_ \_ DATE STARTED \_\_\_ 31952–19–D INSPECTOR \_ \_ DATE COMPLETED \_



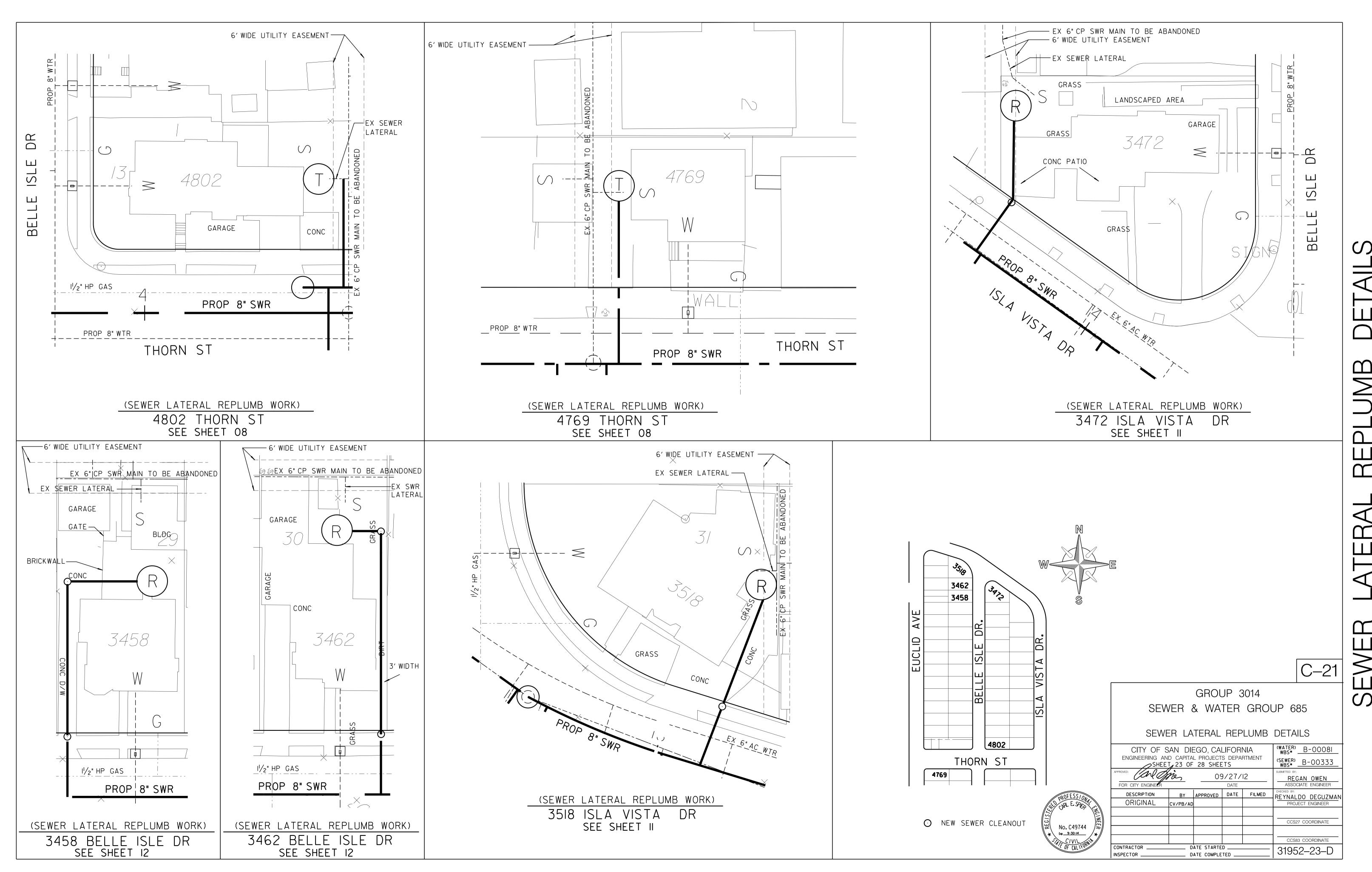
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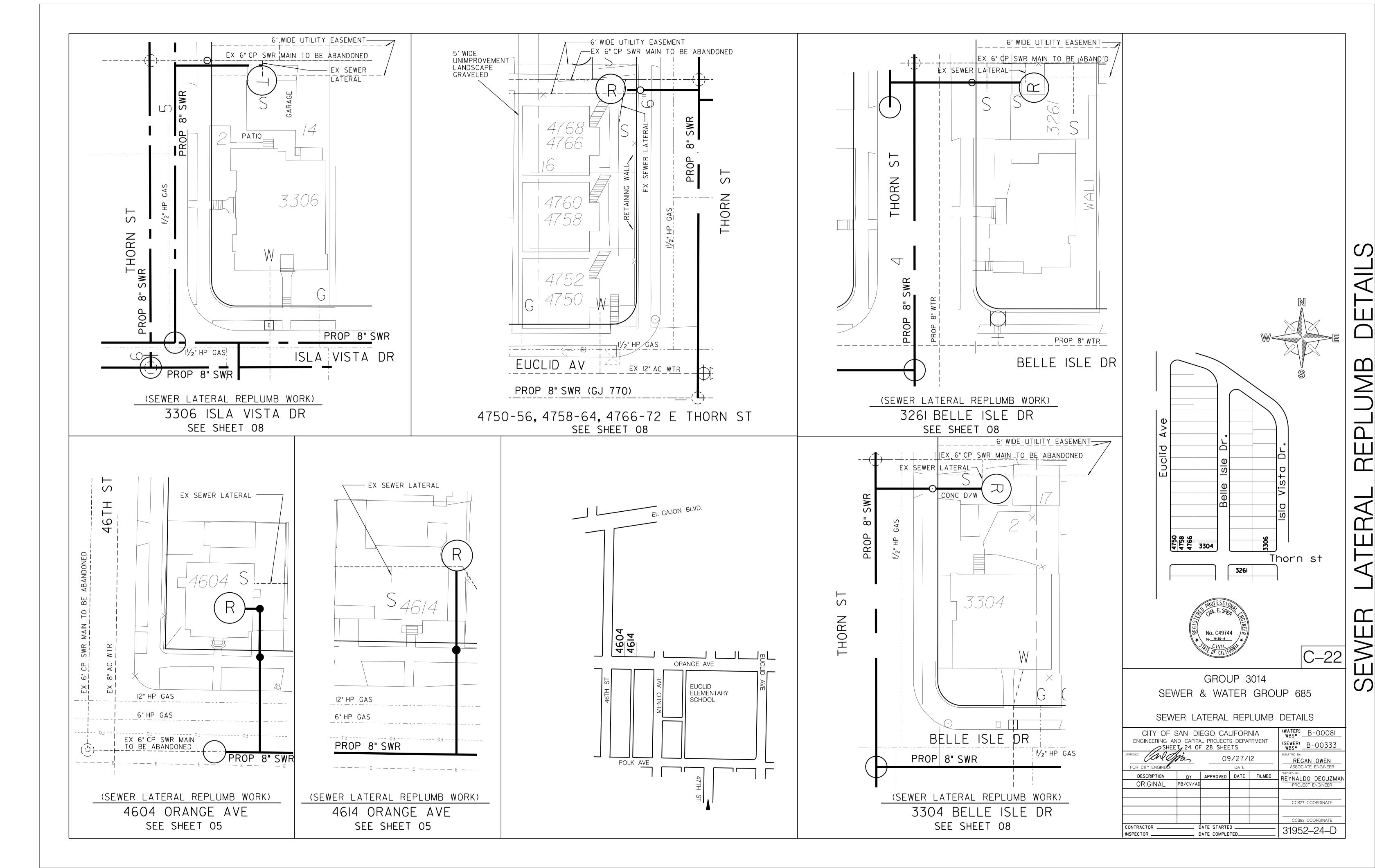
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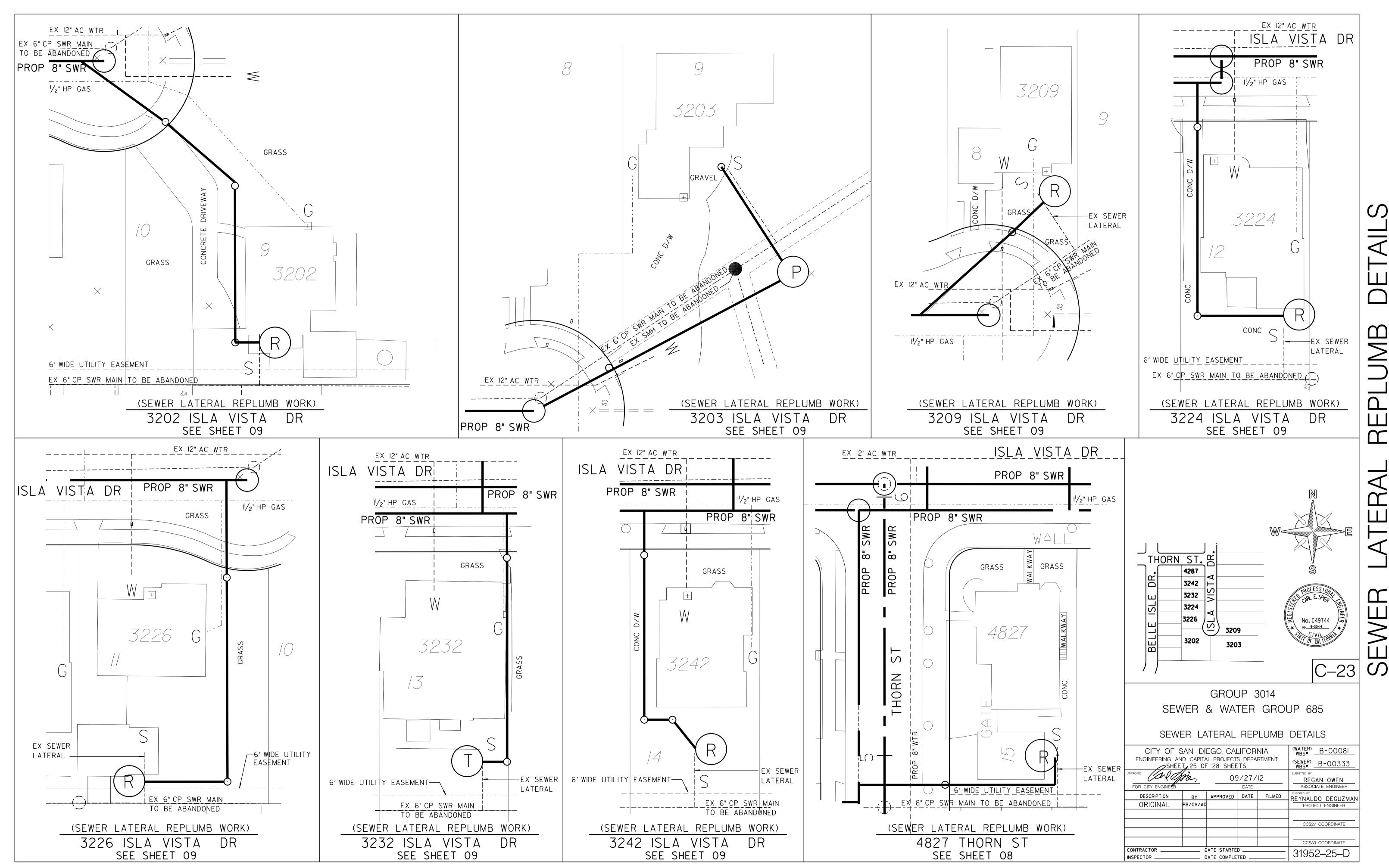


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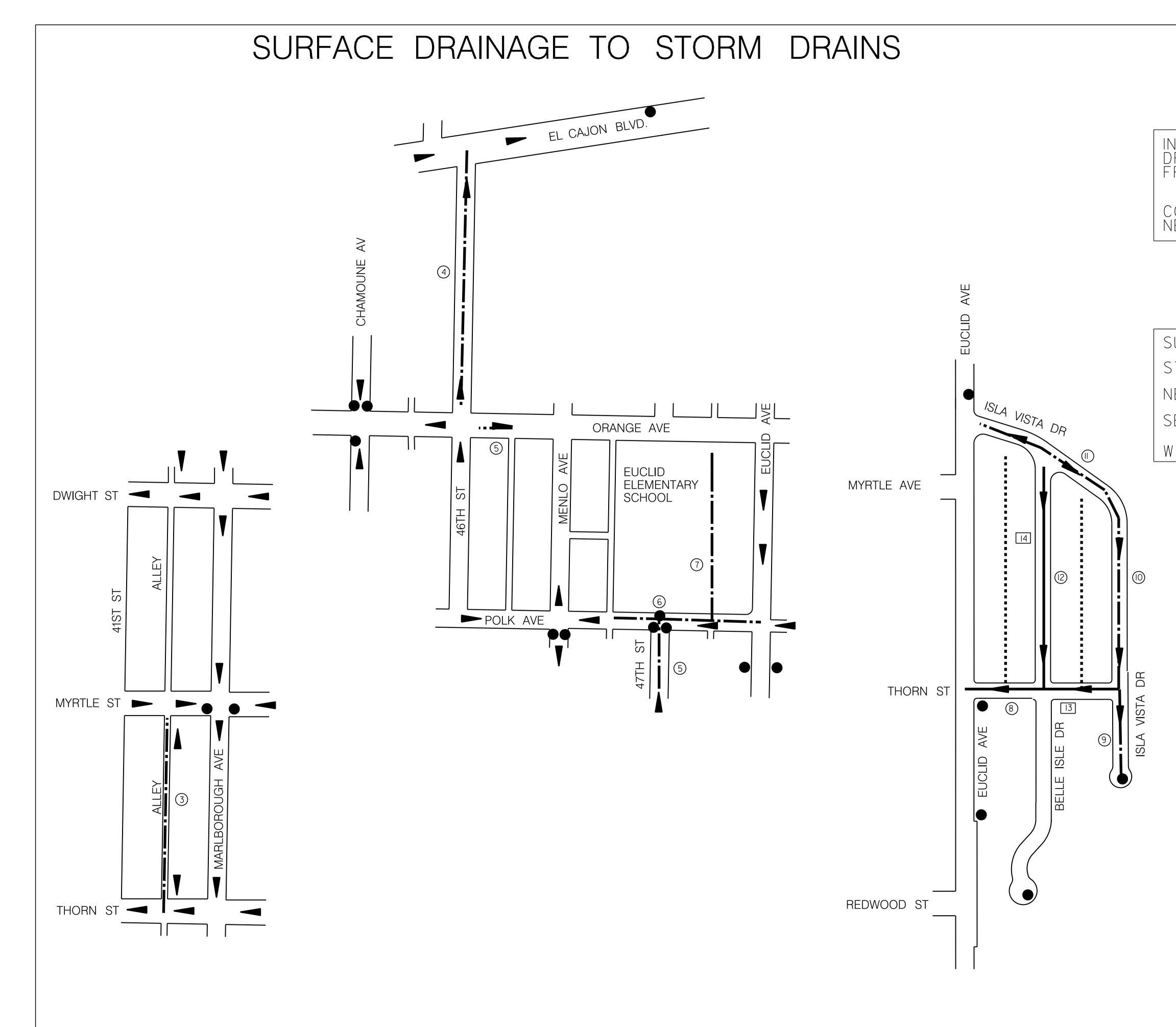


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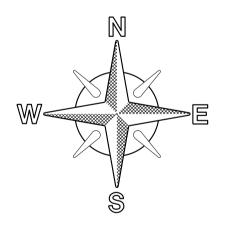
# NOTES

INLET PROTECTION REQUIRED AT ALL STORM DRAINS RECEIVING STORM WATER FLOWS FROM CONSTRUCTION SITE. SEE SPECIFICATIONS.

CONTRACTOR TO UPDATE/REVISE SHEET AS NECESSARY.

# LEGEND

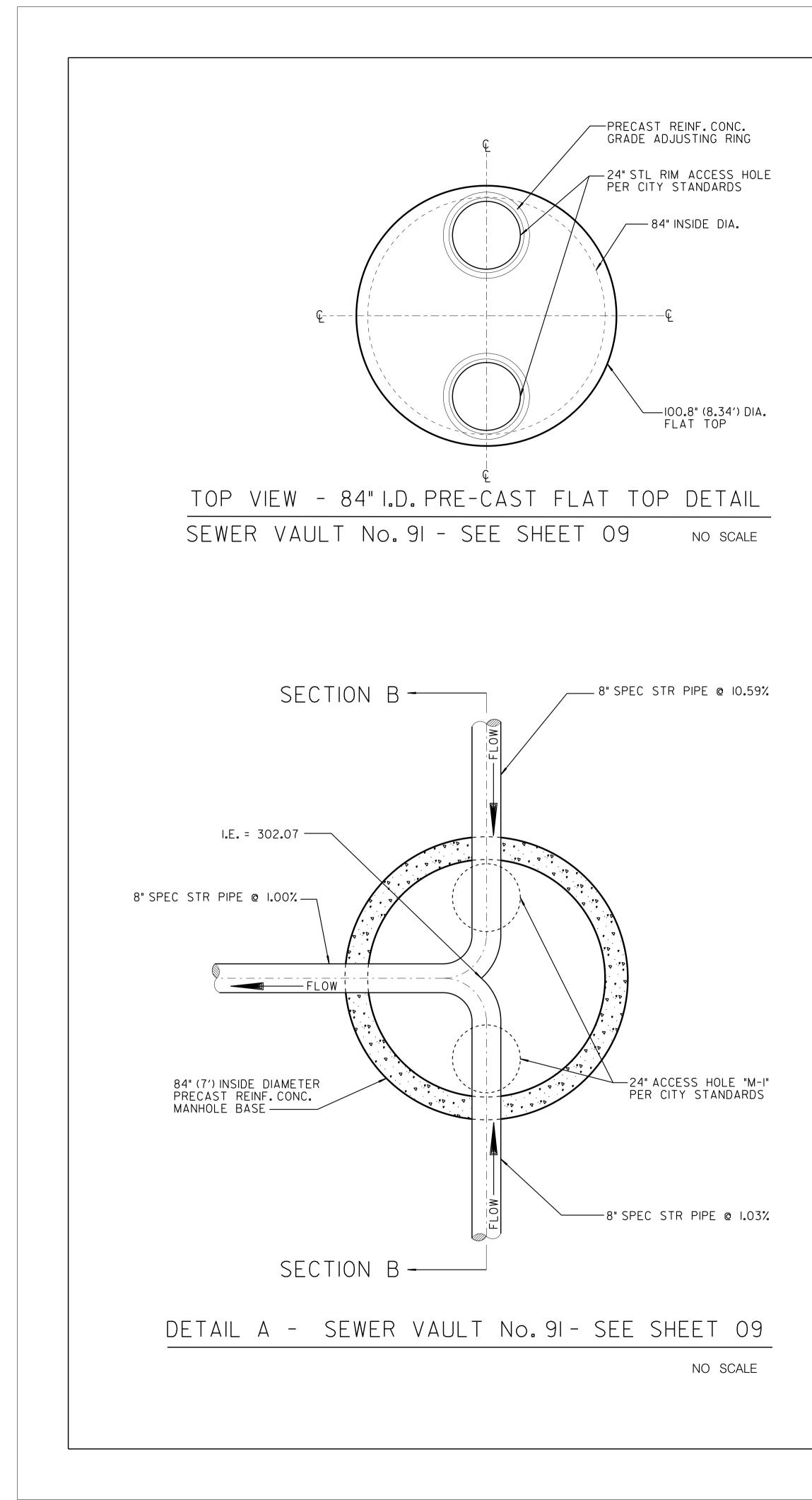
SURFACE FLOW TO STORM DRAIN ARROWS	
STORM DRAINS AFFECTED BY CONSTRUCTION	$\bullet$
IEW SEWER & WATER MAINS	
SEWER SHEET NO'S	
ATER SHEET NO'S	18

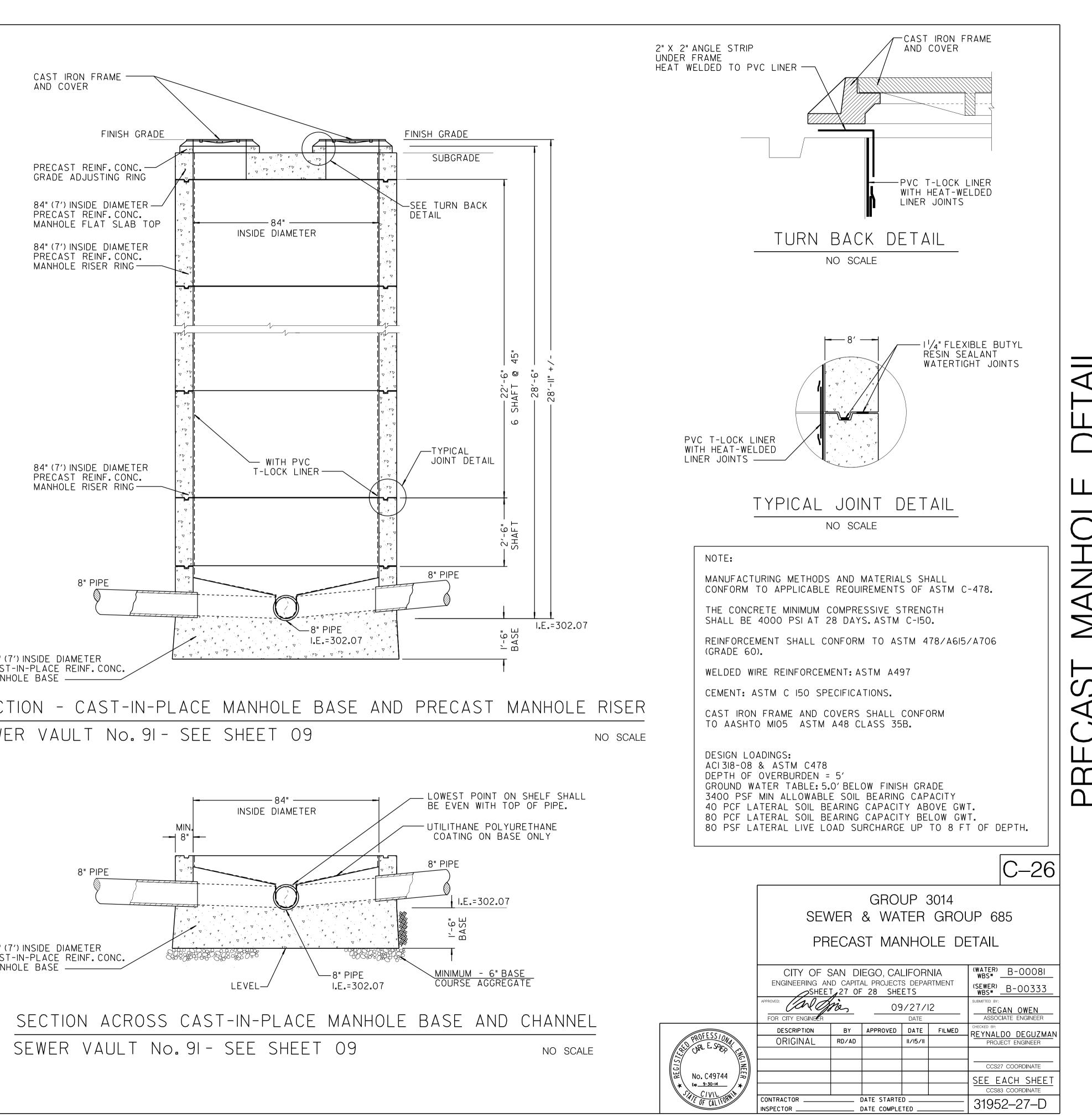


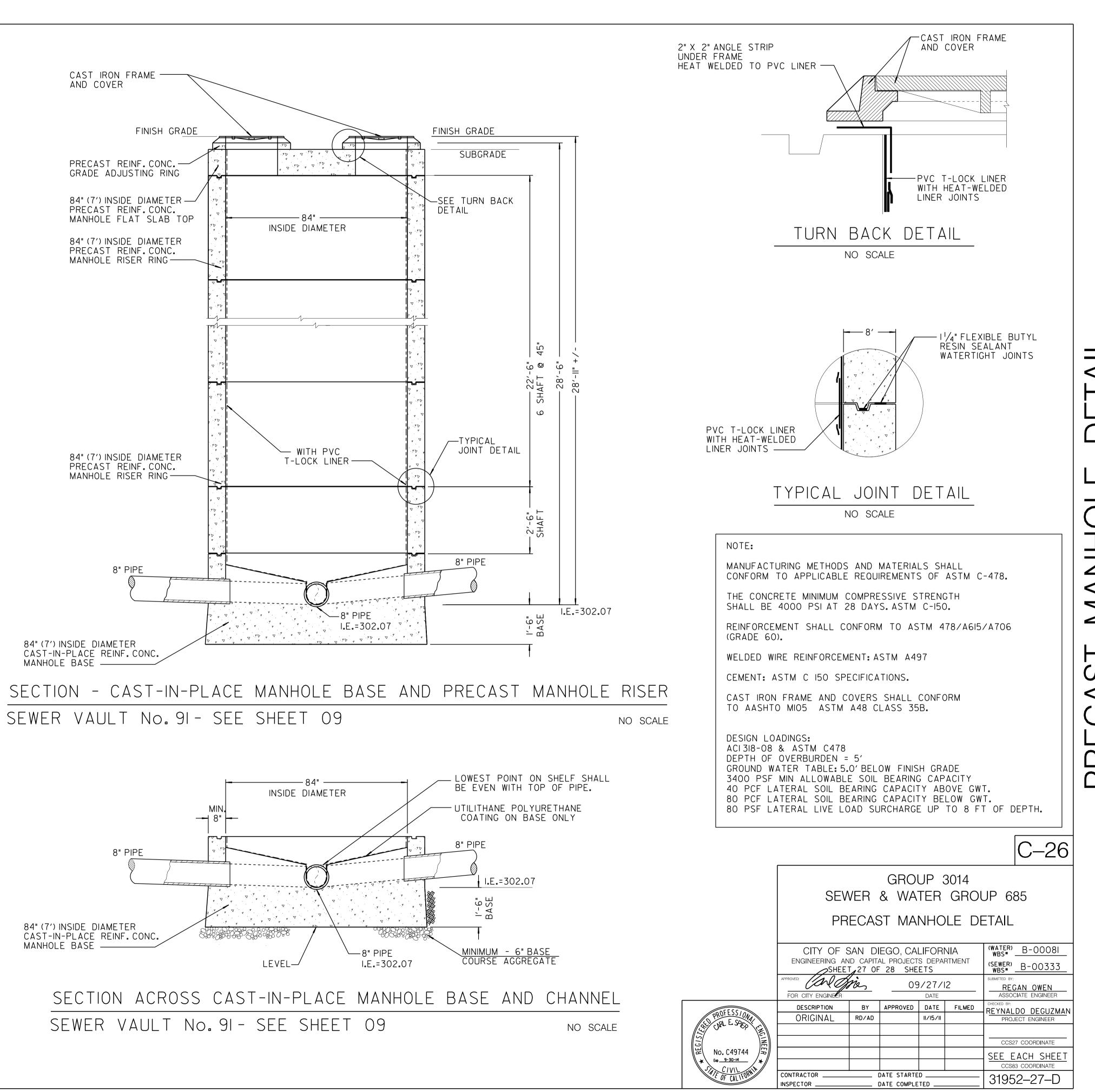


C-25

	SEV	GROUP 3014 SEWER & WATER GROUP 685											
	SU	IRFAC		AINA TAILS	AGE F	LOW							
	ENGINEERING AN	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 26 OF 28 SHEETS (WATER) B-O WBS* B-O											
	APPROVED: FOR CITY ENGINEER	nos	0	9/27/ Date	12	SUBMITTED BY: REGAN OWEN ASSOCIATE ENGINEER							
PROFESSION	DESCRIPTION	BY VP/CH/AD	APPROVED	DATE 01/12/05	FILMED	REYNALDO DEGUZMAN PROJECT ENGINEER							
No. C49744						CCS27 COORDINATE							
<b>★</b> Exp <u>9-30-14</u> <b>★</b>						SEE EACH SHEET CCS83 COORDINATE							
CALIFORNIA	CONTRACTOR		DATE STARTE DATE COMPLE			31952–26–D							







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# SEWER

HorizontalAlignment Review Report Project:GJ 685 PSWR Description: Proposed Sewer Alignment

Station Northing Easting

Alignment Name: Sht 03 Alignment Description: Alley Block No.106

Element: Linear POB (100) 1+00.00 1850225.60 6298319.56 PI(101) 3+79.95 1850505.52 6298324.07 Tangential Direction: 0.02 Tangential Length: 279.95

Element: Linear PI(101) 3+79.95 1850505.52 6298324.07 POE (102) 7+18.62 1850844.14 6298329.69 Tangential Direction: 0.02 Tangential Length: 338.66

Alignment Name: Sht 04 Alignment Description: 46th Street

Element: Linear POB (103)1+00.00 1855763.42 6301742.21 PI(104)5+02.06 1855361.42 6301735.28 Tangential Direction: 3.16 Tangential Length: 402.06

Element: Linear PI(104)5+02.06 1855361.42 6301735.28 POE(105)8+92.111854971.42 6301728.76 Tangential Direction: 3.16 Tangential Length: 390.05

Alignment Name: Sht 05a Alignment Description: Orange Ave

Element: Linear POB (106) 1+00.00 1854858.38 6301776.16 POE (107) 2+15.00 1854856.74 6301891.15 Tangential Direction: 1.59 Tangential Length: 115.00

Alignment Name: Sht 05b Alignment Description: 47th St

Element: Linear POB (114) 1+00.00 1854224.52 6302374.50 POE (108) 3+27.81 1853996.71 6302374.50 Tangential Direction: 3.14 Tangential Length: 227.81

Alignment Name: Sht 06 Alignment Description: Polk Ave

Element: Linear POB (109)1+00.00 1854227.06 6302271.89 PI(114)2+02.65 1854224.52 6302374.50 Tangential Direction: 1.60 Tangential Length: 102.65

Element: Linear PI(114)2+02.65 1854224.52 6302374.50 PI(110)3+54.06 1854222.26 6302525.90 Tangential Direction: 1.59 Tangential Length: 151.41

Element: Linear PI(110) 3+54.06 1854222.26 6302525.90 POE (111) 5+37.86 1854219.51 6302709.67 Tangential Direction: 1.59 Tangential Length: 183.80

Alignment Name: Sht 07 Alignment Description: Euclid ES

Element: Linear POB (110)1+00.00 1854222.26 6302525.90 PI(112)1+92.97 1854315.22 6302526.04 Tangential Direction: 0.00 Tangential Length: 92.97 Element: Linear PI(II2)I+92.97 I8543I5.22 6302526.04 PC(II3)5+0I.82 I854624.08 6302526.53 Tangential Direction: 0.00 Tangential Length: 308.86

Element: Circular

PC (II3) 5+01.82 I854624.08 6302526.53 PI() 5+58.47 1854675.32 6302550.68 CC (115) 1854711.65 6302340.73 PT (II6 ) 6+12.37 1854731.70 6302545.15 Radius: 205.40 Delta: 0.54 Left Degree of Curvature (Arc): 0.49 Length: 110.55 Tangent: 56.65 Chord: 109.22 Middle Ordinate: 7.39 External: 7.67 Tangent Direction: 0.44 Radial Direction: 2.01 Chord Direction: 0.17 Radial Direction: 1.47 Tangent Direction: 6.19

Alignment Name: Sht 08a Alignment Description: Thorn St

Element: Linear POB (117)1+00.00 1850187.13 6302663.71 PI(118)3+54.87 1850187.10 6302918.58 Tangential Direction: 1.57 Tangential Length: 254.87

Element: Linear PI(118)3+54.87 1850187.10 6302918.58 POE(119)6+05.05 1850187.28 6303168.76 Tangential Direction: 1.57 Tangential Length: 250.18

Alignment Name: Sht 08b Alignment Description: Thorn St

Element: Linear POB (120) 1+00.00 1850197.17 6303025.68 POE (121) 2+32.89 1850197.17 6303158.57 Tangential Direction: 1.57 Tangential Length: 132.89

Alignment Name: Sht 09a Alignment Description: Isla Vista Dr

Element: Linear POB (119)1+00.00 1850187.28 6303168.76 PI(122)2+90.111849997.17 6303168.75 Tangential Direction: 3.14 Tangential Length: 190.11

Element: Linear PI(122)2+90.111849997.17 6303168.75 POE(123)3+90.051849897.24 6303168.00 Tangential Direction: 3.15 Tangential Length: 99.93

Alignment Name: Sht 09b Alignment Description: Isla Vista Dr

Element: Linear POB (121)1+00.00 1850197.17 6303158.57 PI(124)3+00.00 1849997.17 6303158.53 Tangential Direction: 3.14 Tangential Length: 200.00

Element: Linear PI (124) 3+00.00 1849997.17 6303158.53 POE (122) 3+10.22 1849997.17 6303168.75 Tangential Direction: 1.57 Tangential Length: 10.22

# COORDINATE INDEX

Alignment Name: Sht IOa Alignment Description: Isla Vista Dr

Element: Linear POB (119) 6+05.05 1850187.28 6303168.76 PI(125) 7+64.93 1850347.16 6303168.72 Tangential Direction: 6.28 Tangential Length: 159.88

Element: Linear PI(125)7+64.93 1850347.16 6303168.72 PI(126)11+63.49 1850745.72 6303168.62 Tangential Direction: 6.28 Tangential Length: 398.56

Element: Linear PI(126)11+63.49 1850745.72 6303168.62 POE(127)12+49.69 1850824.06 6303132.65 Tangential Direction: 5.85 Tangential Length: 86.21

Alignment Name: Sht IOb Alignment Description: Isla Vista Dr

Element: Linear POB (121) 1+00.00 1850197.17 6303158.57 POE (128) 2+36.14 1850333.31 6303158.72 Tangential Direction: 0.00 Tangential Length: 136.14

Alignment Name: Sht II Alignment Description: Isla Vista Dr

Element: Linear POB (127)12+49.69 1850824.06 6303132.65 PC (129)15+45.40 1850995.69 6302891.84 Tangential Direction: 5.33 Tangential Length: 295.71

Element: Circular PC () 15+45.40 1851018.14 6302838.78 PI() 15+74.33 1851009.39 6302866.36 CC (130) 1850721.96 6302744.78 PT (129)16+03.10 1850995.69 6302891.84 Radius: 310.74 Delta: 0.19 Right Degree of Curvature (Arc): 0.32 Tangent: 28.93 Lenath: 57.70 Chord: 57.61 Middle Ordinate: 1.34 External: 1.34 Tangent Direction: 1.88 Radial Direction: 3.45 Chord Direction: 1.97 Radial Direction: 3.63 Tangent Direction: 2.06

Element: Linear PT () 16+03.10 1851052.54 6302726.23 POE (131) 17+20.79 1851018.14 6302838.78 Tangential Direction: 1.87 Tangential Length: 117.69

Alignment Name: Sht 12 Alignment Description: Isla Vista Dr

Element: Linear POB (118) 1+00.00 1850187.10 6302918.58 PI(132) 1+90.95 1850278.05 6302918.58 Tangential Direction: 0.00 Tangential Length: 90.95

Element: Linear PI(132)1+90.95 1850278.05 6302918.58 PI(133)4+90.00 1850577.10 6302918.58 Tangential Direction: 6.28 Tangential Length: 299.05

Element: Linear PI(133) 4+90.00 1850577.10 6302918.58 POE(134) 8+42.33 1850929.43 6302918.58 Tangential Direction: 0.00 Tangential Length: 352.33

5	neet 13		
Alignment Style: De	ion: Thorn Stre	eet	
Element:Linear PI() I+26.13 PI (102) 3+20.00 TangentialDirection TangentialLength:1	ا850 77.II n: 1.57	6302699.80 6302893.66	
Element:Linear Pl (102) 3+20.00 Pl (103) 3+54.89 TangentialDirection TangentialLength:S	1850177.10 n: 1.57		
Element:Linear PI (103) 3+54.89 PI (104) 5+60.09 TangentialDirection TangentialLength:2	1850177.08 n: 1.57	6302928.55 6303133.76	
Element:Linear PI (104) 5+60.09 POE (105) 6+05.0 TangentialDirection TangentialLength:	2 1850177.07 n: 1.57	6303 33.76 6303 78.69	
Alignment Name: Sh Alignment Descript Alignment Style: De	ion: Belle Isle D	r	
Element:Linear POB (103) 1+00.00 PI (106) 5+87.40 TangentialDirection TangentialLength:	1850664.50 n: 6.28	302928.55 6302928.50	
Element: Linear PI (106) 5+87.40 PI (107) 8+62.96 Tangential Direction Tangential Length:	1850940.06 n: 6.28	6302928.50 6302928.47	
Element:Linear PI (107) 8+62.96 POE (108) 8+77.86 TangentialDirection TangentialLength:	1850952.09		
			C–27
	SEWE	GROUP 30 <sup>-</sup> R & WATER C	
		COORDINATE IN	
	ENGINEERING AND	N DIEGO, CALIFORNIA CAPITAL PROJECTS DEPARTM 28 OF 28 SHEETS	AENT (SEWER) B-00333
PROFESSION	FOR CITY ENGINEER	09/27/12 DATE	SUBMITTED BY: REGAN OWEN ASSOCIATE ENGINEER

CONTRACTOR \_

INSPECTOR \_

DATE STARTED \_

DATE COMPLETED

SEWER & WATER GROUP 685

CCS83 COORDINATE

31952–28–D

## CONTRACTOR'S RESPONSIBILITIES

- I. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- 2. THE CONTRACTOR SHALL NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (i.e. 69 KV & HIGHER)
- 3. THE CONTRACTOR SHALL LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS ARE AVAILABLE TO CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS THE CONTRACTOR SHALL LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- 4. THE CONTRACTOR SHALL EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- 5. THE CITY FORCES, WHERE CALLED OUT, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS
- 6. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OG HIGHLINING, UNLESS OTHERWISE SHOWN ON PLANS.
- 7. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 8. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION. 9. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATE. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE
- PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-1.

IO. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

## STORM WATER PROTECTION

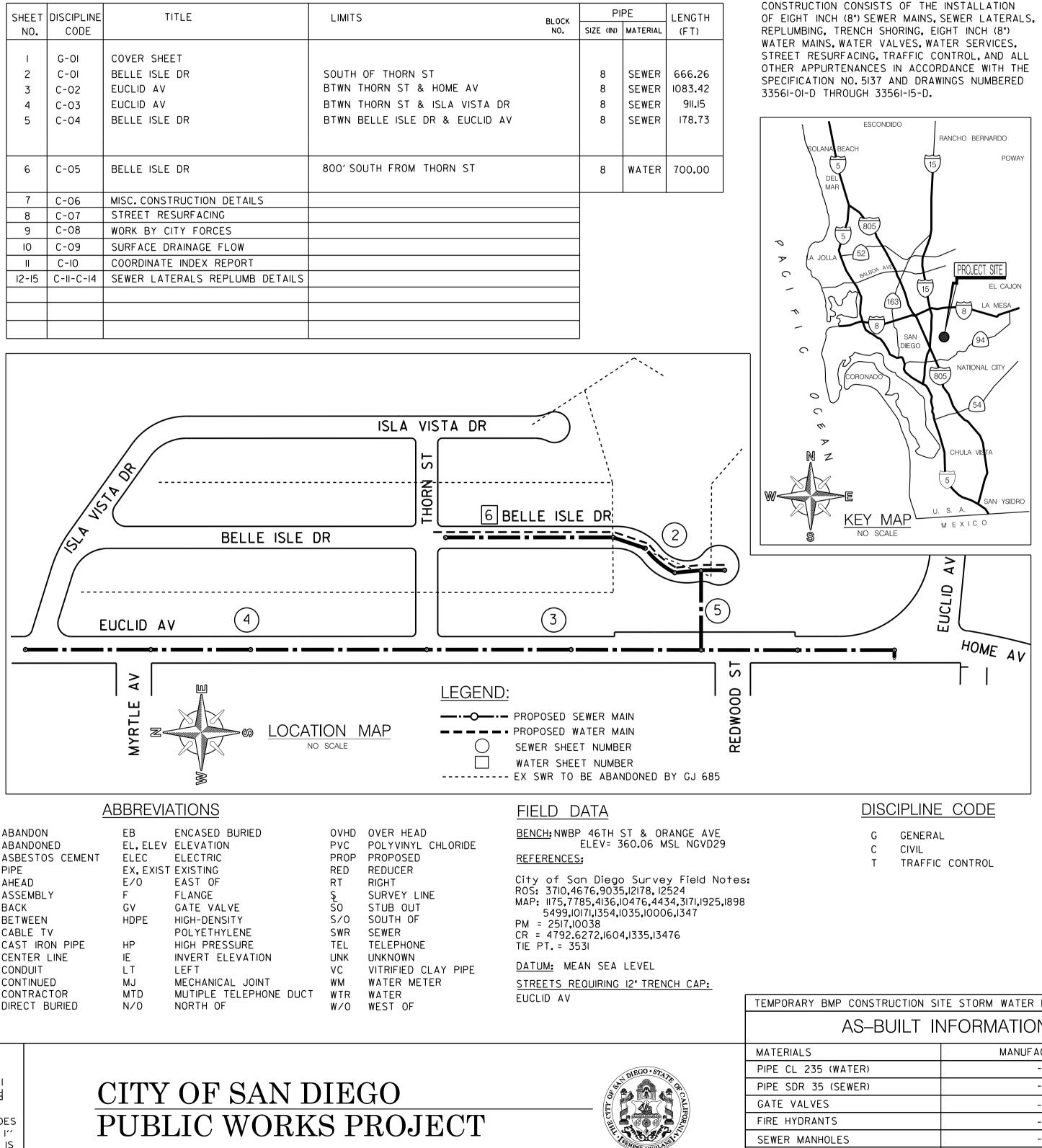
I. THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-000I.

## EXISTING STRUCTURES

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

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6	C-05	BELLE ISLE						
7	C-06	MISC. CONST						
8	C-07	STREET RES						
9	C-08	WORK BY CI						
10	C-09	SURFACE DR						
II	C-10	COORDINATE						
12-15	C-11-C-14	SEWER LATE						
	2 3 4 5 6 7 8 9 10 11	2 C-OI 3 C-O2 4 C-O3 5 C-O4 6 C-O5 7 C-O6 8 C-O7 9 C-O8 10 C-O9 11 C-IO						



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ABAND'D		EL, ELE
AC	ASBESTOS CEMENT	ELEC
	PIPE	EX, EXI
AHD	AHEAD	E/0
ASSY	ASSEMBLY	F
BK	ВАСК	GV
BTWN	BETWEEN	HDPE
CATV	CABLE TV	
CI	CAST IRON PIPE	HP
Ģ	CENTER LINE	IE
COND	CONDUIT	LT
CONT	CONTINUED	MJ
CONTR	CONTRACTOR	MTD
DB	DIRECT BURIED	N/0

		CONSTRUCTION CHANGE / ADDENDUM		WARNING	
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	0 1	C
				IF THIS BAR DOES NOT MEASURE I''	F
				THEN DRAWING IS NOT TO SCALE.	

# GROUP 3014 R & WATER GROUP 770

## LIMITS OF WORK

WORK TO BE DONE

REHABILITATE SEWER MANHOLES

REHABILITATE SEWER MAIN

### LEGEND

SYMBOL

P.L.

- PROPOSED SEWER

- PROPOSED SEWER

P.L.

-PROPOSED SEWER

P.L.

- PROPOSED WATER

P.L.

G-01

WM P.L.

**---**

B.O.

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**F**-----

**IMPROVEMENTS** 

TRENCH RESURFACING

SEWER MAIN SEWER MANHOLE/PVC LINED

4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED

REPLUMB SEWER LATERAL WITH C.O.

TUNNEL SEWER REPLUMB LATERAL WITH C.O.

CONCRETE PROTECTION FOR EXIST SEWER PIPE CONCRETE ENCASEMENT

SLURRY FILL ABANDONED SEWER MAIN

SURVEY MONUMENT

WATER MAIN & APPURTENANCES

VALVES WITH CAPS AND WELLS

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

I" WATER SERVICE UNLESS OTHERWISE SPECIFIED

BLOW-OFF ASSEMBLY

STANDARD DRAWINGS SDG-107, SDG-108 TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACED STREETS SEE DETAIL SHEET 07 SDS-100, SDS-101, SDS-108, SDS-110 (TYPE C) SDS-106, SDS-107, SDM-113, M-3, SM-03, SM-04, SM-07

SDS-100, SDS-102, SDS-103, SDS-104, SDS-105, SDS-108, SDS-110 (TYPE C), SDS-118

SDS-100, SDS-102, SDS-103 SDS-104, SDS-105, SDS-108 SDS-110 (TYPE C), SDS-118

SDS-100, SDS-102 SDS-103, SDS-104, SDS-105

SDS-116

SDS-II2

SEE PLANS & SPECS

M-10

SDW-100, WP-01, WT-01, FOR PIPE BEDDING & TRENCH BACKFILL DETAIL, SEE SHEET 15 SDW-100, SDW-109, WV-02 TYPE B, WV-03,WV-04,WV-5

SDW-100, SDW-109, M-19, WF-04, WP-0I, WV-0I, WV-02, 6" FIRE HYDRANT SEE DETAIL SHEET 07

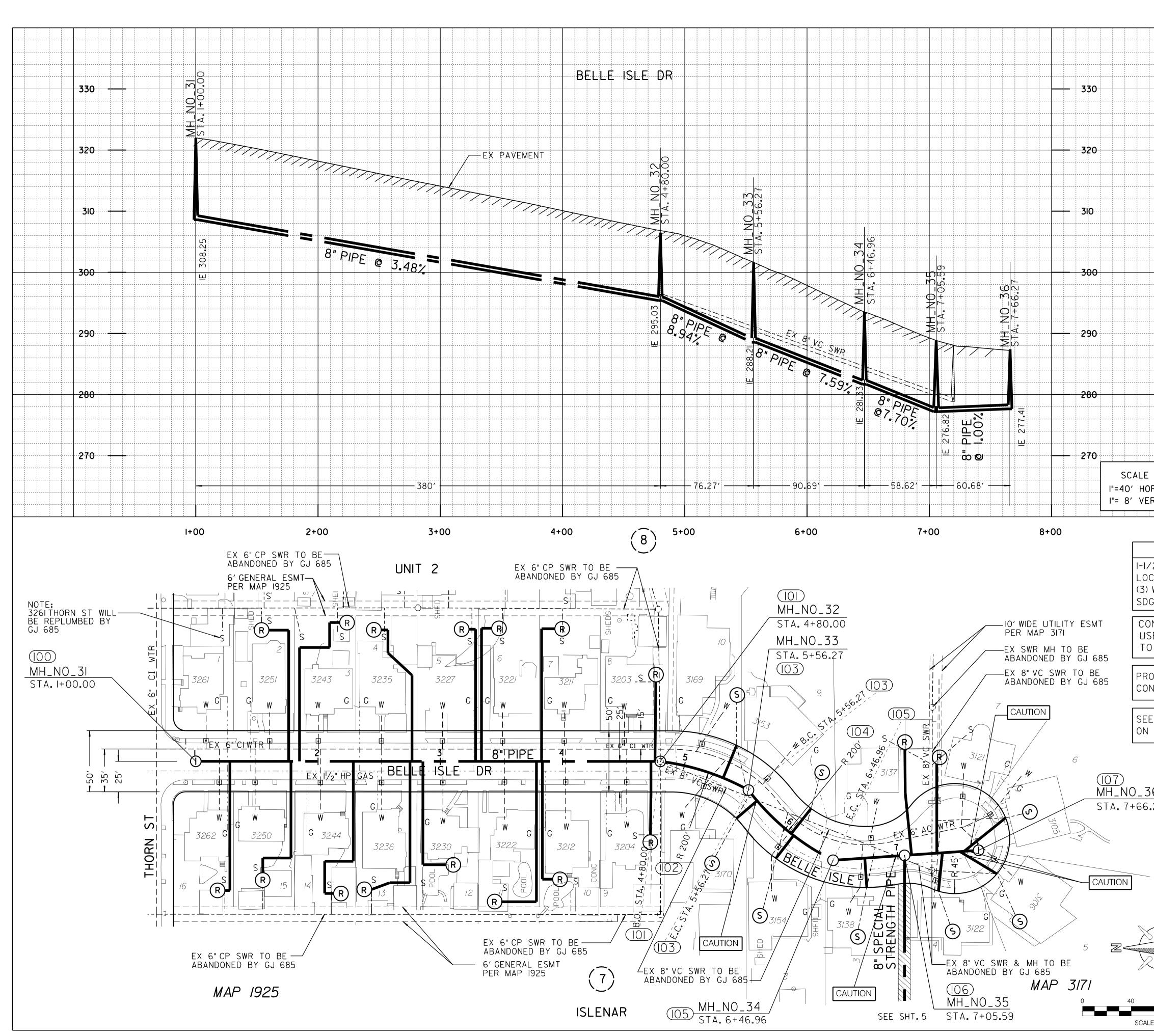
SDW-100. SDW-134. SDW-135 SDW-136, SDW-137, SDW-138, WP-01, WS-01, WS-02, WS-03, NARROW TRENCH FOR I" & 2 WATER SERVICES, SEE DETAIL, SHEET 07

> SDW-100, SDW-106, WB-01, WB-02, WB-03, WB-04, WB-05

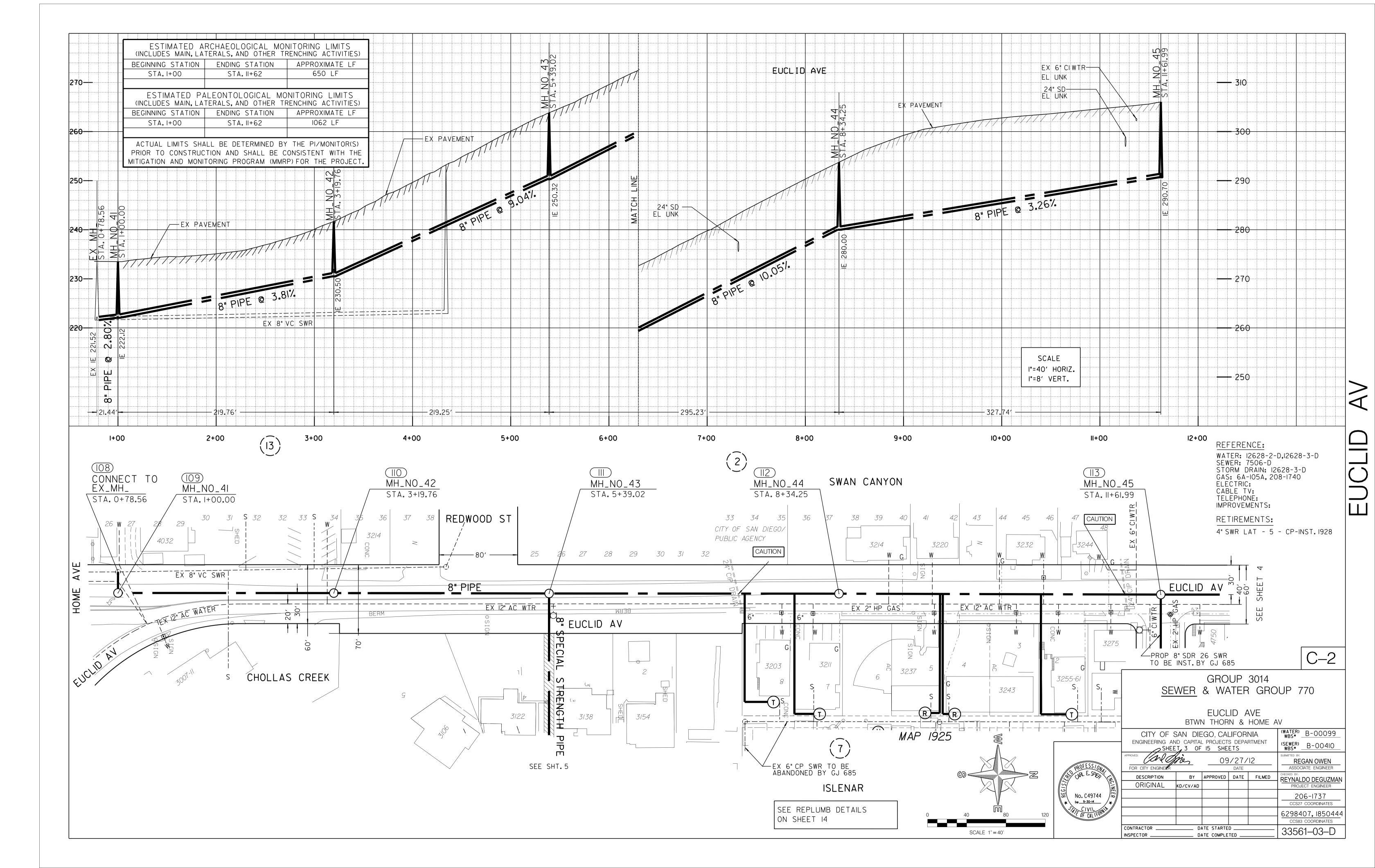
FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP, HORIZONTAL ALIGNMENT COORDINATE AND TRAFFIC CONTROL SHEETS.

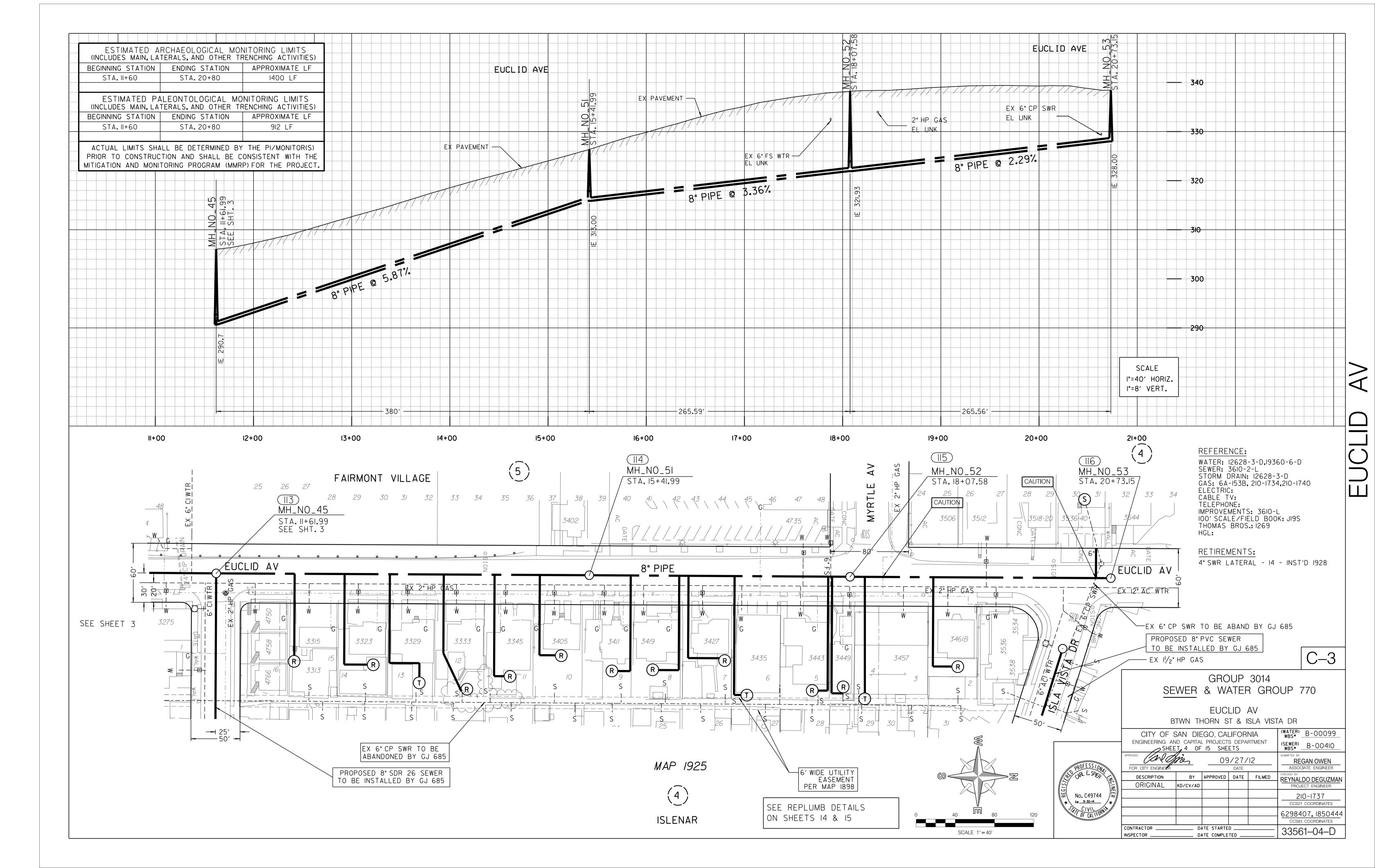
		PLANS FOR THE CONSTRUCTION OF										
		GROUP 3014 SEWER & WATER GROUP 770										
		COVER SHEET										
PRIORITY: LOW	SPEC. NO. 5137		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT									
N		SHEET	, I OF	5 SHEET	S		(SEWER) B-00410					
ACTURER	PROFESSION	FOR CITY ENGINEER	ks_	0	9/27/ DATE	12	SUBMITTED BY: REGAN OWEN ASSOCIATE ENGINEER					
-	EU CARL E. SOLATIN	DESCRIPTION	BY	APPROVED	DATE	FILMED	REYNALDO DEGUZMAN					
-	1/5/19 No. C49744	ORIGINAL	RD/AD				PROJECT ENGINEER					
-	<b>★</b> Exp <u>9-30-14</u> ★						SEE EACH SHEET CCS27 COORDINATE					
-	CIVIL OF CALIFORNIA						SEE EACH SHEET CCS83 COORDINATE					
-		CONTRACTOR			TARTED . OMPLETE	33561–01–D						

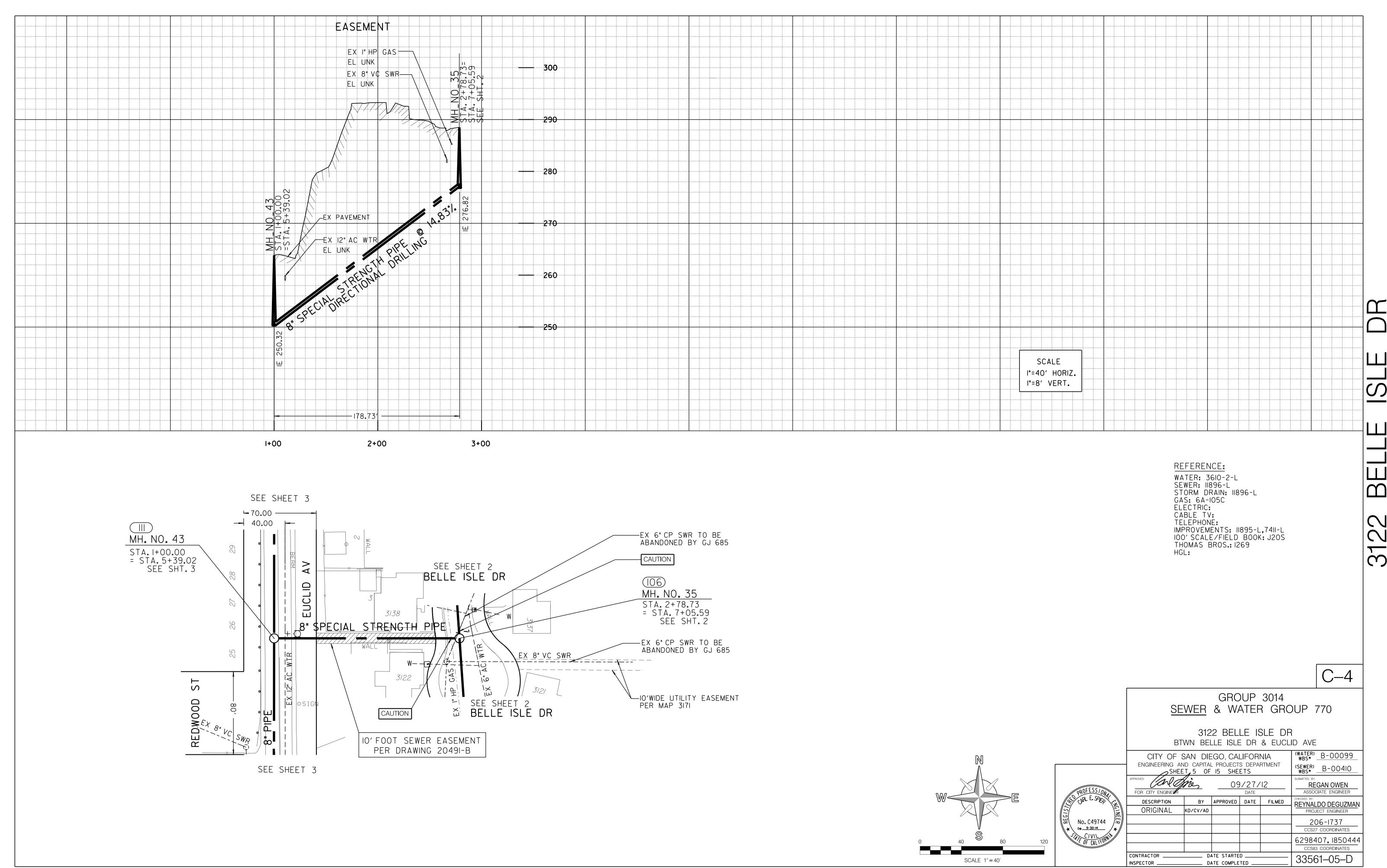
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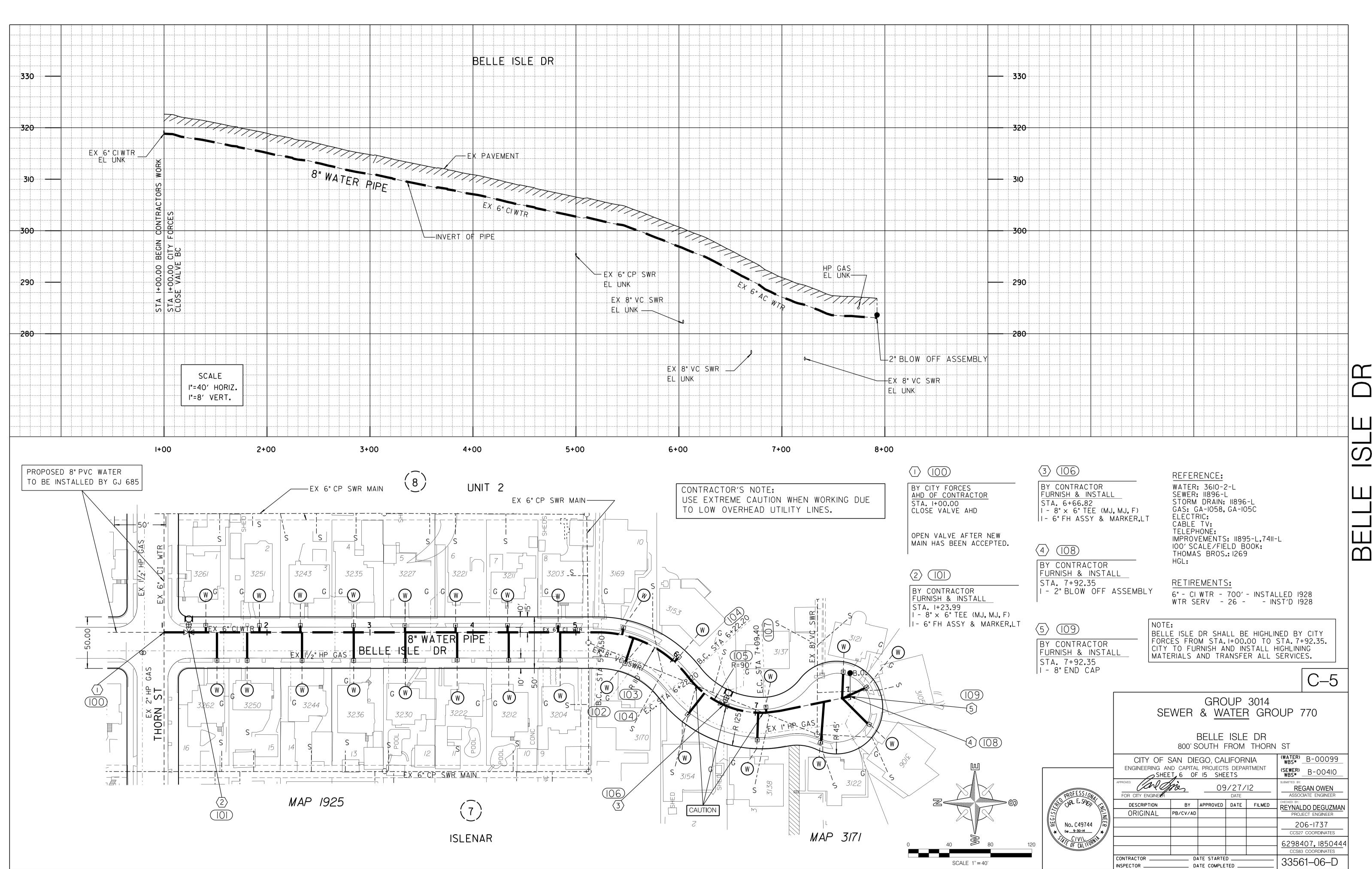




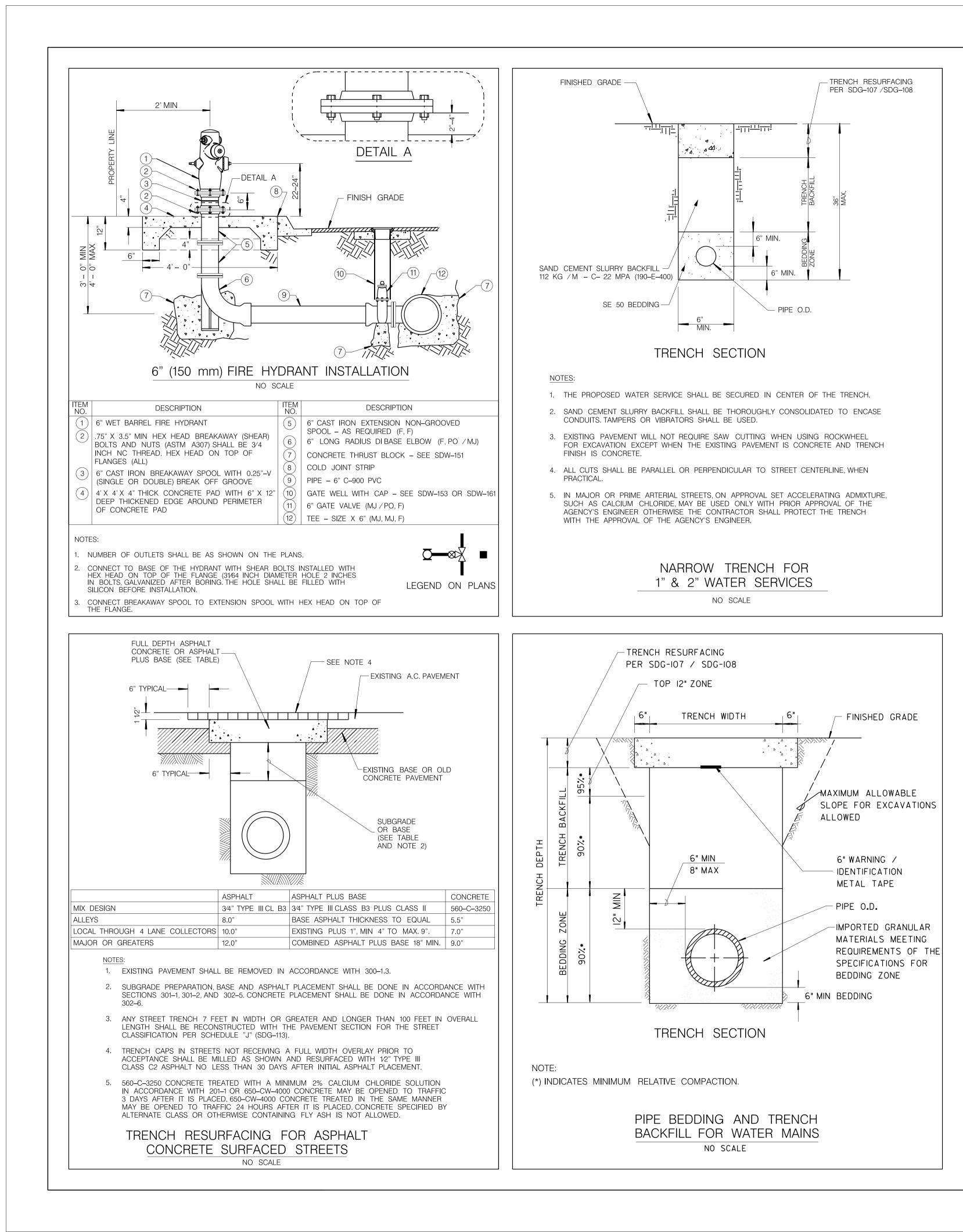


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		QE				3014	)UP 770
		<u>3</u>					
		BT				SLE DF & EUCL	ID AVE
]		CITY OF S ENGINEERING AN					(WATER) WBS* B-00099
			T,5 OF				(SEWER) WBS# <u>B-00410</u>
	PROFESSION	FOR CITY ENGINEER	nos	09	/27/ DATE	12	SUBMITTED BY: REGAN OWEN ASSOCIATE ENGINEER
E	CHU CARL E. SPER	DESCRIPTION	BY	APPROVED	DATE	FILMED	CHECKED BY: REYNALDO DEGUZMAN
	No. C49744	ORIGINAL	KD/CV/AD				PROJECT ENGINEER
	<b>★</b> Exp <u>9-30-14</u> <b>★</b>						206-1737 CCS27 COORDINATES
80 120	STATE OF CALIFORNIA						6298407, 1850444 CCS83 COORDINATES
1" = 40'		CONTRACTOR		ATE STARTE			33561–05–D

Ш S S ш BELL 3122

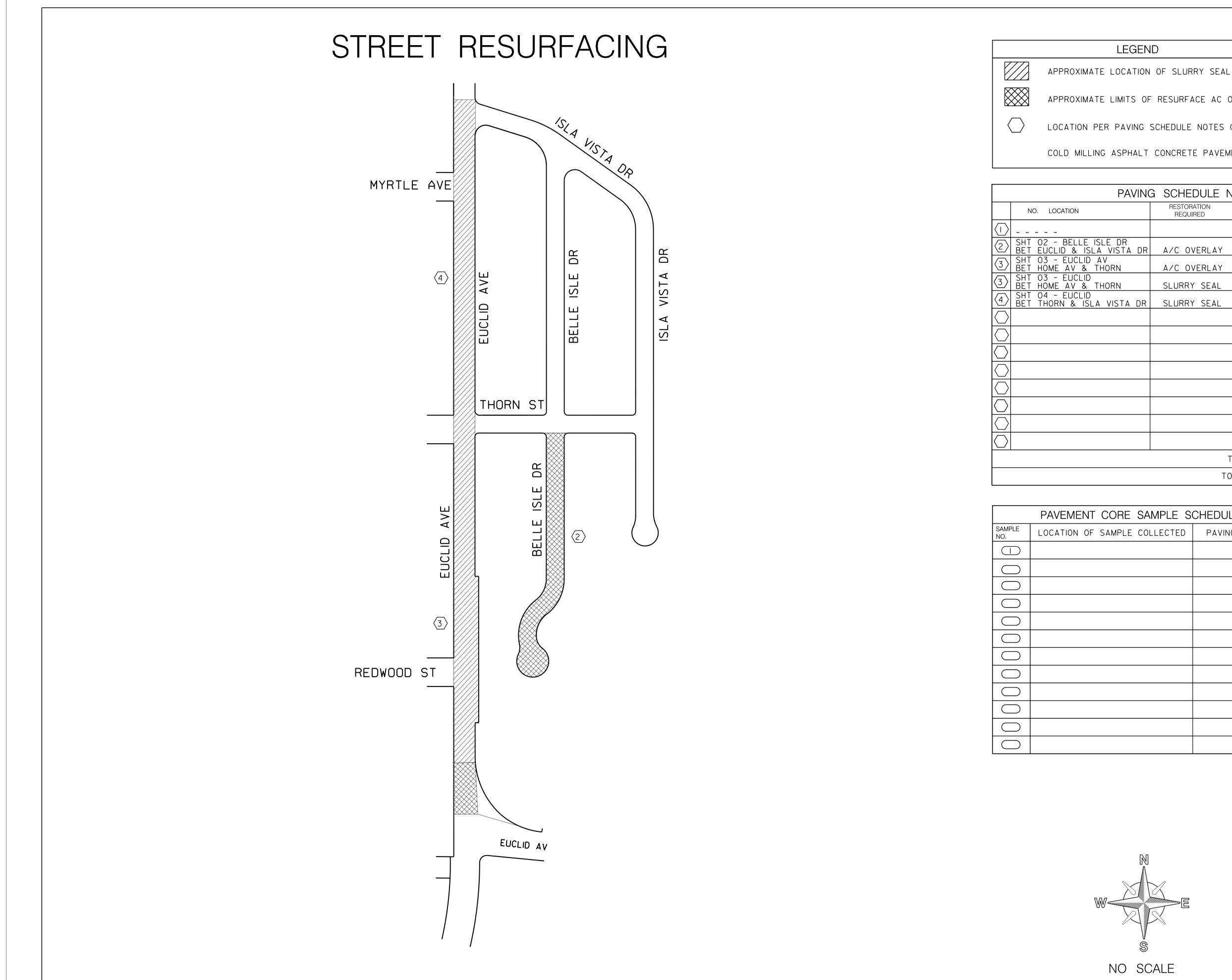


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	GROUP 3014 SEWER & WATER GROUP 770 MISC. CONSTRUCTION DETAILS SHEET										
	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 7 OF 15 SHEETS (WATER) WBS* B-00099 (SEWER) WBS* B-00410										
ALD CAPL E. SOLD TO	APPROVED: FOR CITY ENGINEER DESCRIPTION	BY		DATE	12 Filmed	WBS# D-00410 SUBMITTED BY: ASSOCIATE ENGINEER CHECKED BY: REYNALDO DEGUZMAN					
No. C49744	ORIGINAL	RD/AD				PROJECT ENGINEER					
STATE OF CALLFORNIA	CONTRACTOR		DATE STARTE DATE COMPLE			CCS83 COORDINATE					

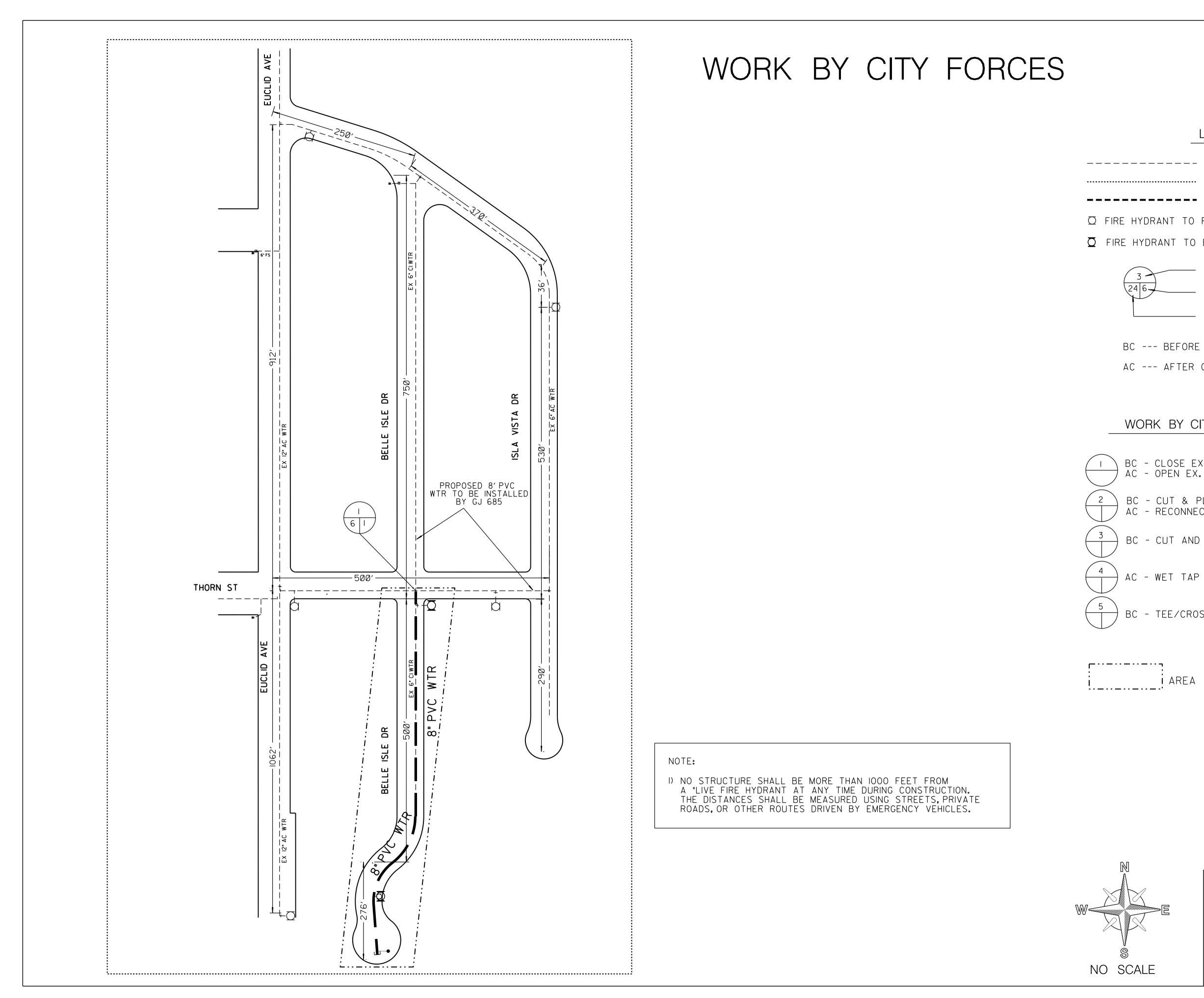


- APPROXIMATE LIMITS OF RESURFACE AC OVERLAY
- LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET)
- COLD MILLING ASPHALT CONCRETE PAVEMENT;SDG-139

10	G SCHEDULE NOTES									
	RESTORATION REQUIRED	STATION	STATION	WIDTH	APPROX. AREA					
2	A/C OVERLAY	0+80.00	7+78.00	30′	20,940					
	A/C OVERLAY	0+80.00	2+50.00	40′	6,800					
	SLURRY SEAL	2+50.00	II+62 <b>.</b> 00	40′	36,480					
2	SLURRY SEAL	1+00.00	10+20.00	40′	36,800					
	Т	OTAL AREA	OF SLURR	Y SEAL	73,280SF					
	TO	TAL AREA	OF RESURF	ACE AC	27,740SF					

AMPLE S	CHEDULE
DLLECTED	PAVING THICKNESS

							C-7		
	SEV	70							
	STREET RESURFACING DETAILS								
	CITY OF S ENGINEERING AN	B-00099 B-00410							
PROFESSIONA	FOR CITY ENGINEER	rios	09	/27/ DATE	12		GAN OWEN		
ALL CARL L. JOBS	DESCRIPTION	BY PB/CV/AD	APPROVED	DATE	FILMED		DO DEGUZMAN		
No. C49744							06-1737 7 COORDINATES		
STATE OF CALIFORNIN							107, 1850444 3 COORDINATES		
	CONTRACTOR		ATE STARTE ATE COMPLE			3356	61–08–D		



## LEGEND

EXISTING WATER MAIN PRESSURE ZONE BOUNDARY PROPOSED WATER MAIN \_\_\_\_\_  $\Box$  fire hydrant to remain in service during construction 

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

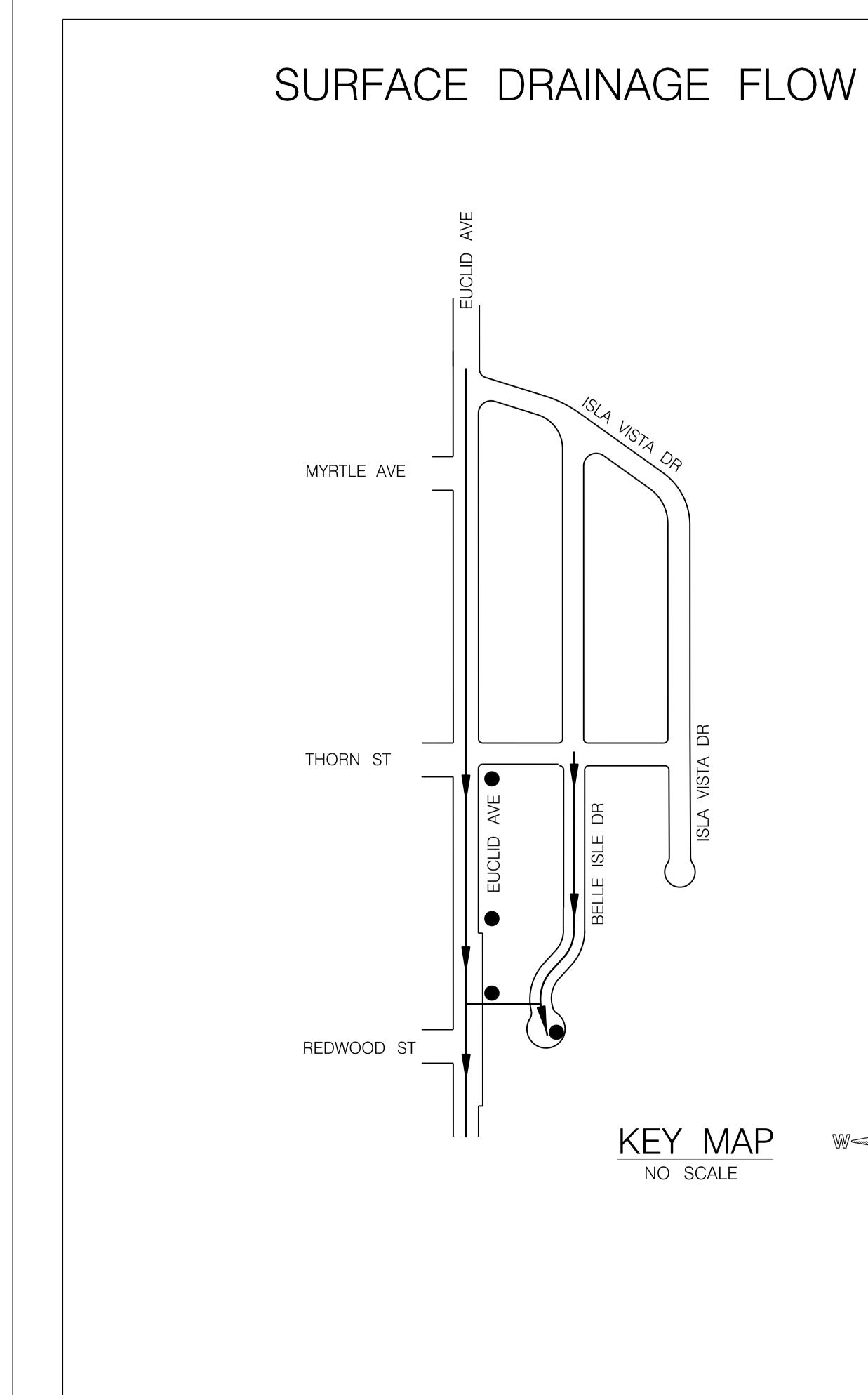
BC --- BEFORE CONTRACTOR AC --- AFTER CONTRACTOR

## WORK BY CITY FORCES

- BC CLOSE EX.VALVE (REPLACE IF NEEDED) AC OPEN EX.VALVE
- BC CUT & PLUG AC RECONNECT
- BC CUT AND ABANDON
- BC TEE/CROSS CUT-IN

i AREA TO BE HIGHLINED.

								C-8		
		SEW	GROUP 3014 SEWER & WATER GROU							
		WORK BY CITY FORCES								
N		ENGINEERING AN	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 9 OF 15 SHEETS							
	PROFESSIONAL	FOR CITY ENGINEE	nos	09	)/27/ DATE	12		GAN OWEN		
E	No. C49744	DESCRIPTION ORIGINAL F	BY PB/CV/AD	APPROVED	DATE	FILMED		.DO DEGUZMAN ECT ENGINEER		
	Exp <u>9-30-14</u>							06-1737 7 COORDINATES		
SCALE	F OF CALIFORN							07, 1850444 3 COORDINATES		
SCALE		CONTRACTOR		ATE STARTE			3356	61–09–D		



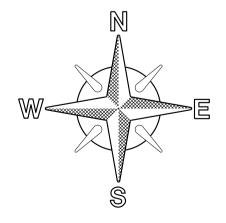
# NOTES

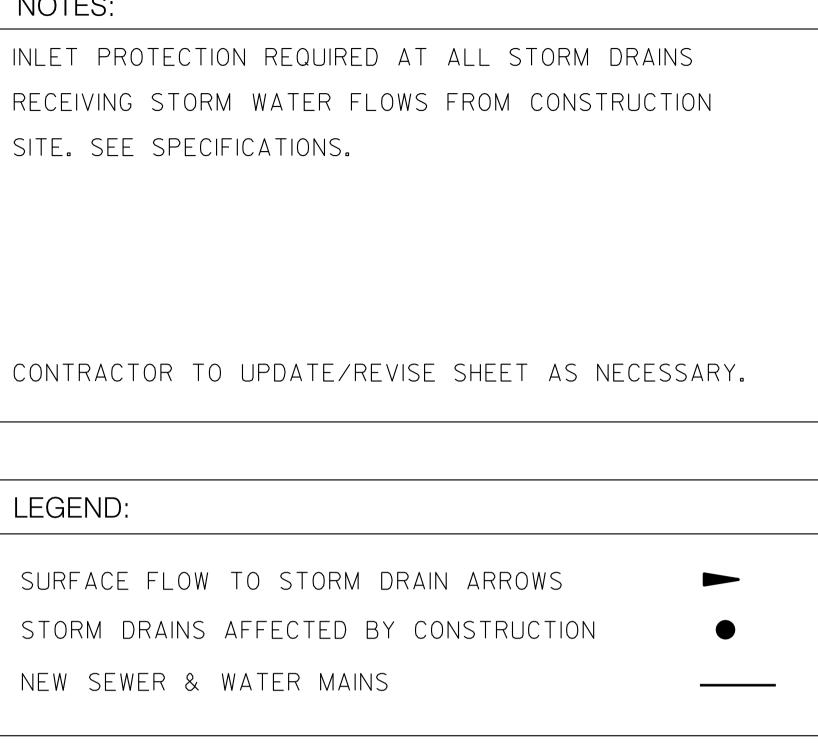
# NOTES:

INLET PROTECTION REQUIRED AT ALL STORM DRAINS RECEIVING STORM WATER FLOWS FROM CONSTRUCTION SITE. SEE SPECIFICATIONS.

LEGEND:

SURFACE FLOW TO STORM DRAIN ARROWS STORM DRAINS AFFECTED BY CONSTRUCTION NEW SEWER & WATER MAINS

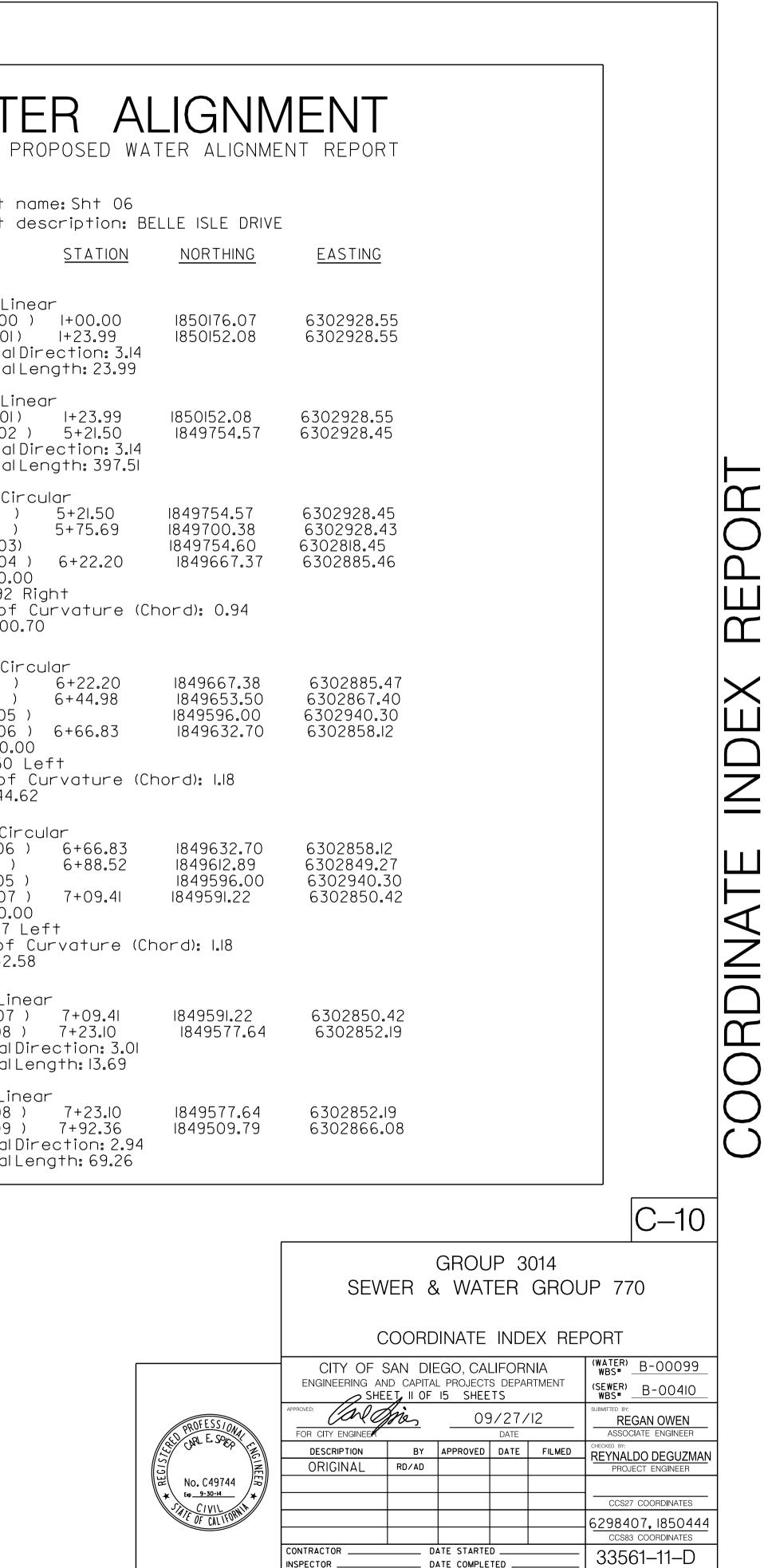




								C-9		
		GROUP 3014 SEWER & WATER GROUP						70		
		SURFACE DRAINAGE FLOW PROJECT LIMITS								
[		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 10 OF 15 SHEETS						B-00099 B-00410		
	PROFESSIONA	FOR CITY ENGINEER			DATE	12		GAN OWEN		
	ALL CHE L'SALE I	DESCRIPTION	BY PB/CV/AD	APPROVED	DATE	FILMED		DO DEGUZMAN ECT ENGINEER		
	<b>★</b> Exp <u>9-30-14</u> <b>★</b>							06-1737 COORDINATES		
	STATE OF CALIFORNIA							07, 1850444 COORDINATES		
		CONTRACTOR		ATE STARTE ATE COMPLE			3356	61–10–D		

	* GJ 770 PROPOSE	D SEWER ALIGNMENT REPORT
<ul> <li>* Alignment name: Sht 02</li> <li>* Alignment description: BELLE ISLE DRIVE</li> </ul>		<ul> <li>* Alignment name: Sht 03</li> <li>* Alignment description: EUCLID AVENUE</li> </ul>
STATION NORTHING	EASTING	STATION NORTHING EASTING
Element: Linear POB (100) 1+00.00 113143.94 PC (101) 4+80.00 112763.94 Tangential Direction: 180°00′00.13" Tangential Length: 380.00	1672918.47 1672918.47	Element: Linear POB (108) 0+78.56 112125.15 1672641.10 PI (109) 1+00.00 112125.15 1672662. Tangential Direction: 89°59′59.04 Tangential Length: 21.44
Element: Circular PC (101) 4+80.00 112763.94 PI () 5+18.61 112725.63 CC (102) 112788.67 PRC (103) 5+56.27 112691.85 Radius: 200.00	1672918.47 1672913.70 1672720.01 1672895.01	Element: Linear PI (109) I+00.00 II2125.15 I672662.0 PI (110) 3+19.76 II2344.91 I672662.0 Tangential Direction: 0°00′01.37" Tangential Length: 219.76
Delta: 21°51′03.98" Right Degree of Curvature(Chord): 28°57′18.09" Length: 76.27 Tangent: 38.61 Chord: 75.81 Middle Ordinate: 3.63		Element: Linear PI (110) 3+19.76 112344.91 1672662.0 PI (111) 5+39.02 112564.16 1672662.7 Tangential Direction: 0°01′51.30" Tangential Length: 219.25
External: 3.69 Tangent Direction: 187° 06'13.45" Radial Direction: 277° 06'13.45" Chord Direction: 198° 01'45.44" Radial Direction: 298° 57'17.43" Tangent Direction: 208° 57'17.43"		Element: Linear PI (III) 5+39.02 II2564.16 I672662. PI (II2) 8+34.25 II2859.39 I672662. Tangential Direction: 0°02′38.32" Tangential Length: 295.23
Element: Circular PRC (103) 5+56.27 II2691.85 PI () 6+02.41 II2663.87 CC (104) II2532.81 PT (105) 6+46.96 II2622.65	1672895.01 1672858.32 1673016.29 1672837.60	Element: Linear PI (II2) 8+34.25 II2859.39 I672662. POE (II3) II+6I.99 II3I87.I3 I672663. Tangential Direction: 0°08′02.66" Tangential Length: 327.74
Radius: 200.00 Delta: 25°58′47.32″Left Degree of Curvature(Chord): 28°57′18.09″		* Alignment name: Sht 04 * Alignment description: EUCLID AVENUE
Length: 90.69 Tangent: 46.14 Chord: 89.91 Middle Ordinate: 5.12 External: 5.25 Tangent Direction: 232° 40′12.73″ Radial Direction: 322° 40′12.73″		Element: Linear POB (113) 11+61.99 113187.13 1672663. PI (114) 15+41.99 113567.13 1672663.5 Tangential Direction: 359° 58′38.86" Tangential Length: 380.00
Chord Direction: 219° 40′49.07" Radial Direction: 296° 41′25.41" Tangent Direction: 206° 41′25.41 Element: Linear		Element: Linear PI (114) 15+41.99 113567.13 1672663 PI (115) 18+07.58 113832.73 1672663 Tangential Direction: 0°02′07.60" Tangential Length: 265.59
PT       (105)       6+46.96       II2622.65         PI       (106)       7+05.59       II2564.16         Tangential Direction:       176° 04'12.93"         Tangential Length:       58.62         Element:       Linear	1672837.60 1672841.61	Element: Linear PI (115) 18+07.58 113832.73 1672663. POE (116) 20+73.15 114098.29 1672663. Tangential Direction: 359°59′47.40″ Tangential Length: 265.56
PI       (106)       7+05.59       II2564.16         POE       (107)       7+66.26       II2503.63         Tangential Direction:       176°04′30.08"       Tangential Length:       60.68	1672841.61 1672845.77	<ul> <li>* Alignment name: Sht 05</li> <li>* Alignment description: BELLE ISLE DRIVE</li> </ul>
		Element: Linear POB () I+00.00 II2564.I6 I672662 POE () 2+78.73 II2564.I6 I67284I. Tangential Direction: 90°00"00.00 Tangential Length: I78.73

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INSPECTOR \_\_

\_ DATE COMPLETED \_

