

# City of San Diego

CONTRACTOR'S NAME: ORTIZ CORPORATION

ADDRESS: 2000 McKinley Avenue, National City, CA 91950

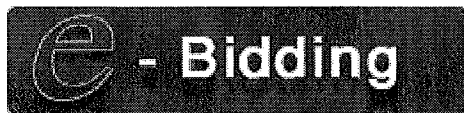
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S Gamueda/A James/Lad

## CONTRACT DOCUMENTS



## FOR ORIGINAL

### SEWER AND AC WATER GROUP 827

BID NO.: K-16-1352-DBB-3-A

SAP NO. (WBS/IO/CC): B-00436 / B-15066

CLIENT DEPARTMENT: 2012 / 2013

COUNCIL DISTRICT: 2

PROJECT TYPE: JA / KB

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

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

**BID DUE DATE:**

**2:00 PM**

**JANUARY 6, 2016**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTS**

**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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



For City Engineer

11/30/15

Date

Seal:



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# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **FULL AND OPEN COMPETITION:** This contract may only be bid by Contractors on the City's approved Prequalified Contractor's List (see Notice Inviting Bids, Prequalification of Contractors), regardless of the status for SLBE-ELBE qualification(s) For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **PRE-BID MEETING:**
  - 3.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 **at 10:00 A.M., on December 9, 2015.**
  - 3.2. All potential bidders are encouraged to attend.
4. **PREQUALIFICATION OF CONTRACTORS:**
  - 4.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:  
  
<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
  - 4.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).
  - 4.3. As a result of the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).



## INSTRUCTIONS TO BIDDERS

1. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in **electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation for the performance of work on **Sewer and AC Water Group 827** (Project).
  - 1.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
  - 1.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
  - 1.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
  - 1.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
  - 1.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
  - 1.6. 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.
  - 1.7. **RECAPITULATION OF THE WORK.** 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.

**1.8. BIDS MAY BE WITHDRAWN** by the Bidder prior to, but not after, the time fixed for opening of bids.

**1.8.1 Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

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

**2. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT**

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

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

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

**2.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

#### 4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>6.3%</b>
2. ELBE participation	<b>16.0%</b>
3. Total mandatory participation	<b>22.3%</b>

4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>

4.3. The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:

4.3.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

4.3.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

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

4.5. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

#### 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind

the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

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

7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

7.1 **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

7.1.1 Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

7.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

7.2 **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

- 7.3 Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4 Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5 Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6 Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7 Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 7.9 Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project

unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

**7.9.1** A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

**8. INSURANCE REQUIREMENTS:**

**7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.

**7.2.** Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**9. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023

Title	Edition	Document Number
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

10. **CITY'S RESPONSES AND ADDENDA:** The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the form of an addendum. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
11. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
12. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein.
- 12.1. 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.
- 12.2. The Bidder agrees to the construction of **Sewer and AC Water Group 827**, 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.
- 12.3. Unit prices shall be entered for all unit-price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceeds two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
13. **SUBCONTRACTOR INFORMATION:**
- 13.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid

being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

**13.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

**13.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

**14. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

**15. AWARD PROCESS:**

**15.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

**15.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

**15.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City and approval as to form the City Attorney's Office.

**15.4.** The low Bid will be determined by Base Bid alone.

Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

**16. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not



less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

**17. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

**18. SUBMISSION OF QUESTIONS:**

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

Public Works Contracts  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101  
Attention: [Contract Specialist listed on the front cover hereof]

OR:

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

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

**18.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.

**18.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.

**19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

**20. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

- 21.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 21.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 21.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

**22. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules may be rejected as being non-responsive.
- 22.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 22.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 22.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with section 22.3017 of the San Diego Municipal Code.

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

**23. BID RESULTS:**

- 23.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2. To obtain Bid results, visit the City's eBidding site, request results via e-mail to the "City Contact" person listed in the title page of these documents, or via courier, personal delivery or U.S. Postal service delivery of a request for results accompanied by provide a self-addressed, stamped envelope, referencing bid number and bid tabulations will be mailed. Bid results cannot be given over the telephone.

**24. THE CONTRACT:**

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

receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 24.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
25. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
26. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
27. **PRE-AWARD ACTIVITIES:**
- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.

27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**28. PHASED FUNDING:**

For additional Phased Funding Provisions, see Attachment B.

**CONTRACT AGREEMENT AND  
PERFORMANCE BOND, LABOR MATERIALMEN'S BOND**

# CONTRACT AGREEMENT

---

## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and           ORTIZ CORPORATION          , herein called "Contractor" for construction of **Sewer and AC Water Group 827**; Bid No. **K-16-1352-DBB-3-A**; in the amount of SEVEN MILLION TWO HUNDRED AND EIGHTEEN THOUSAND EIGHTY NINE DOLLARS AND TWENTY EIGHT CENTS (\$7,218,089.28), which is comprised of the Base Bid alone.

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

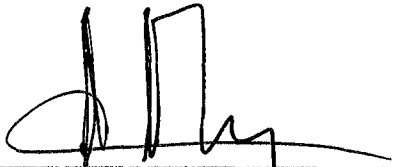
1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) Phase Funding Schedule Agreement.
  - (e) That certain documents entitled **Sewer and AC Water Group 827**, on file in the office of the Public Works Department as Document No. **B-00436 / B-15066**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sewer and AC Water Group 827**, Bid Number **K-16-1352-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.


**CONTRACT AGREEMENT (continued)**

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

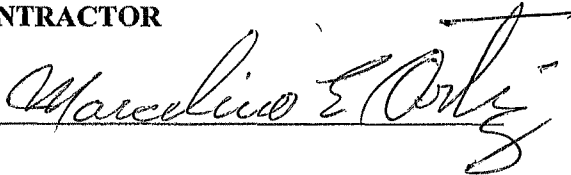
By  \_\_\_\_\_  
Albert P. Recharny  
Deputy Director  
Public Works Contracts

Jan I. Goldsmith, City Attorney  
By  \_\_\_\_\_  
Print Name: Pedro De Lara, Jr.  
Deputy City Attorney

Date: 4/18/16

Date: 4/19/16

**CONTRACTOR**

By  \_\_\_\_\_  
Print Name: Marcelino E. Ortiz

Title: President

Date: 02/12/2016

City of San Diego License No.: B1996008117

State Contractor's License No.: 602454

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001045



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

---

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

ORTIZ CORPORATION, a corporation, as principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of SEVEN MILLION TWO HUNDRED AND EIGHTEEN THOUSAND EIGHTY NINE DOLLARS AND TWENTY EIGHT CENTS (\$7,218,089.28), for the faithful performance of the annexed contract, and in the sum of SEVEN MILLION TWO HUNDRED AND EIGHTEEN THOUSAND EIGHTY NINE DOLLARS AND TWENTY EIGHT CENTS (\$7,218,089.28), for the benefit of laborers and materialmen designated below.

### Conditions:

If the Principal shall faithfully perform the annexed contract **Sewer and AC Water Group 827**, Bid Number **K-16-1352-DBB-3-A**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

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

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

Dated February 11, 2016

Approved as to Form

Ortiz Corporation

Principal

By Marcelino E. Ortiz

Marcelino E. Ortiz-President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By Jan I. Goldsmith, Jr.

Deputy City Attorney

INTERNATIONAL FIDELITY  
INSURANCE COMPANY

Surety

By Bart Stewart

Attorney-in-fact

BART STEWART

2400 EAST KATELLA AVE. SUITE 250

Local Address of Surety

ANAHEIM, CA 92806

Local Address (City, State) of Surety

714-602-9170

Local Telephone No. of Surety

Premium \$ 48,613

Bond No. SDIFSU 0677205

Approved:

By Albert P. Rechan

Albert P. Rechan  
Deputy Director  
Public Works Contracts

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

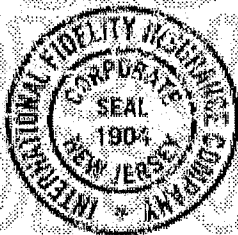
**MOLLY CASHMAN, BART STEWART**  
  
Encinitas, CA

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

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

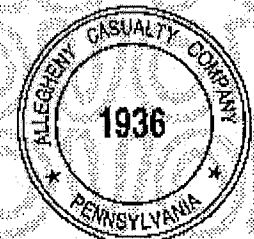
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any 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 22nd day of July, 2014.



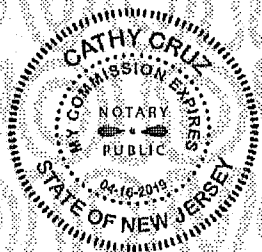
STATE OF NEW JERSEY  
County of Essex

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



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

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



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

### CERTIFICATION

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

11<sup>th</sup>

day of February 2016

MARIA BRANCO, Assistant Secretary

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** Construction consist of Installation of 24-inch, and 8-inch Sewer Main, 12-inch Sewer Main Rehabilitation, Sewer Manholes, Sewer Laterals and 8-inch Water Mains, Fire Hydrants, Water Services, Trench Shoring, Traffic Control, Pavement Resurfacing and all other work and appurtenances.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **37866-01-D** through **37866-14-D**, and **37866-T1-D** through **37866-T2-D** inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$7,074,000.00**.
3. **LOCATION OF WORK:** **The location of the Work is as follows:** See the Location Map attached in Appendix E.
4. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **300 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required licenses at the time of Bid.

- 5.1. The City has determined the following licensing classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS C34

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

**ATTACHMENT B**  
**PHASED FUNDING PROVISIONS**

## PHASED FUNDING PROVISIONS

### 1. PHASED FUNDING:

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



**PHASED FUNDING SCHEDULE AGREEMENT**

**Check one:**

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

**NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM.** 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.

**BID NUMBER:** K-16-1352-DBB-3-A

**CONTRACT OR TASK TITLE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

<b>Funding Phase</b>	<b>Phase Description</b>	<b>Phase Start</b>	<b>Phase Finish</b>	<b>Not-to-Exceed Amount</b>
1	Mobilization and Pipeline construction	NTP	Entire Project	
	<b><u>Additional phases to be added</u></b>			
	<b><u>to this form as necessary.</u></b>			
			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.

CITY OF SAN DIEGO

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Project Manager

Name: \_\_\_\_\_

Department Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**-END OF PHASED FUNDING SCHEDULE AGREEMENT-**

**PHASE ONE FUNDING SCHEDULE**

BID NUMBER: K-16-1352-DBB-3-A

CONTRACT TITLE: SEWER AND AC WATER GROUP 827

CONTRACTOR: ORTIZ CORPORATION

Funding Phase		Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
Phase 1	Sewer	Work to be completed in <b>Phase 1</b> shall include, Bonds, Traffic Control, Mobilization, Video Taping of Pre-Existing Conditions, a Flow Diversion Plan, Pollution Control Measures, Storage/Staging Area Protection, Cleaning & Televising of Existing Sewer Mains, Installation of Sewer Mains, Manholes, and Sewer Laterals, Trench Shoring and Connection to Existing Manholes.	NTP	8/31/16	\$3,000,000.00
	Water	Work to be completed in <b>Phase 1</b> shall include the installation of 8" water mains, 2" water services and 6" fire hydrant, concrete trench cap and associated work such as traffic control, test and chlorine and implementation of BMP.	NTP	8/31/16	\$410,522.00
Phase 2	Sewer	Work to be completed in <b>Phase 2</b> shall include the remaining of the construction activities associated with the contract and specifications.	9/1/16	Project Completion	\$3,807,567.28
	Water	Work to be completed in <b>Phase 2</b> shall include the remaining of the construction activities associated with the contract and specifications.	9/1/16	Project Completion	\$0.00
<b>TOTAL</b>					<b>\$ 7,218,089.28</b>

**NOTES:**

1. The Whitebook Section 9-3.6, COMPENSATION UNDER EACH PHASE, 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 PHASE ONE FUNDING SCHEDULE shall be incorporated into the CONTRACT and shall only be revised by written change to the CONTRACT executed by both parties.

CITY OF SAN DIEGO By: <u>Sheila D. Samueda</u> Name: <u>SHEILA D. SAMUEDA</u> Project Manager Department Name: <u>Public Works/ROWD</u> Date: <u>MARCH 7, 2016</u>	CONTRACTOR By: <u>Guy W. Green Jr.</u> Name: <u>Guy W. Green Jr.</u> Title: <u>Project Manager</u> Date: <u>March 2, 2016</u>
---	---

**END OF PHASED FUNDING SCHEDULE AGREEMENT**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

#### **1. Nondiscrimination in Contracting Ordinance.**

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

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

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations 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.

**ATTACHMENT D**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**



## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

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

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

The Normal Working Hours shall be as follow:

1. All work performed within the Mission Bay Park area are from 7:00 AM to 5:30 PM.
2. All work performed within the Mission Golf Course area are from 6:00 AM to 10:00 PM during summer season, and 6:00 AM to 9:00 PM during winter season. Contractor must acquire a noise abatement permit to perform work between 7:00 PM and 7:00 AM.

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

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

1. You must perform, with your own organization, Contract work amounting to at least 30% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

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

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
  - a) The product type or category is not in the AML.
  - b) The AML does not list at least two available manufacturers of the product.

- c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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

The Product Submittal Form is available for download at:

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

**2-7 SUBSURFACE DATA.** ADD the following:

- 4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
  - 1. Geoarcheological Assessment Report dated June, 2015 by LSA Associates Inc.
  - 2. Geotechnical Investigation Report dated August 31, 2015 by Southland Geotechnical Consultants
  - 3. Hydrogeologic Characterization Report dated September 2, 2015 by Wiedlin & Associates, Inc.
- 5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

**2-9.1 Permanent Survey Markers.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

Monument Preservation will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-FED.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,

- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

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

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

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

Other adjacent City project is scheduled for construction for the same time period in the vicinity of Mission Bay Golf Course. See Appendix "F" for approximate location. Coordinate the Work with the adjacent project(s) as listed below:

- a) Mission Bay Golf Course-Practice Center, Todd Schmit, Project Manager (619) 533-4620

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

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

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

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

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

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

#### **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

**6-1.1 Construction Schedule.** To item 20, ADD the following:

The 90 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

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

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

- a) Summer Beaches Moratorium, along Grand Av from Memorial Day to Labor Day (inclusive).
- b) Summer Beaches Moratorium within Mission Bay Park from Memorial Day to Labor Day (inclusive).

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

- 5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
- 6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

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

**7-3.1 Policies and Procedures.**

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
- 4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2 Types of Insurance.**

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

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

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

**7-3.2.3 Contractors Pollution Liability Insurance.**

1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.

2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor's insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for 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.**

1. 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.
2. 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.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall 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.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual

liability. 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.

5. 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.

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer’s Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing

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

- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.**

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

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

**7-3.5.3 Contractors Pollution Liability Insurance Endorsements.**

**7-3.5.3.1 Additional Insured.**

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



employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

**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 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.
- 7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its 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.
  2. 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.
  3. 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.**

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

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 **Waiver of Subrogation.**

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

7-10.5.3 **Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ¾".

7-15 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

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

**ADD:**

7-16 **COMMUNITY OUTREACH.**

## 7-16.1

### General.

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

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

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

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

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

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

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

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

**7-16.1.1 Quality Assurance.**

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

**7-16.1.2 Submittals.**

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

You shall use the City's SDSShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even your response to the individual is still incomplete. You shall upload to the

**7-16.1.3 Weekly Updates Recipients.** Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Name, Senior Engineer, [WGamboa@sandiego.gov](mailto:WGamboa@sandiego.gov)

Name, Project Manager, [SGamueda@sandiego.gov](mailto:SGamueda@sandiego.gov)

Name, Project Engineer, [RVejarParra@sandiego.gov](mailto:RVejarParra@sandiego.gov)

Resident Engineer, TBA.

**7-16.2 Community Outreach Services.**

**7-16.2.1 Public Notice by Contractor.**

1. Post Project Identification Signs in accordance with section 7-10.6.2
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b. Within 5 days of the completion of your construction activities where work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834 or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

**7-16.2.2 Communications with the Public.**

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.

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

**7-16.2.3 Communications with Media.**

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), you shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
4. You shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, you shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

**7-16.3 Exclusive Community Liaison Services.**

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

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Prepare and present of materials in coordination with the Resident Engineer.
3. Respond to community questions and complaints related to Contractor activities.
4. Write, edit, update, or produce brochures, pamphlets and news releases.
5. Provide standard telephone inquiries and e-mail responses:
  - a) Respond to telephone calls and e-mails from the public.
  - b) Record calls and e-mails on the City's SDSShare site.
6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
8. Attendance at pre-construction, community and stakeholders meetings.

**7-16.3.2 Exclusive Community Liaison Work Plan.** The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.

**7-16.4 Payment.** The Payment for the Community Outreach Service is included in the various Bid items.

**7-20 ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

## SECTION 9 - MEASUREMENT AND PAYMENT

**9-3.2.5 Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."



**ADD:**

9-3.7

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

**SECTION 203 – BITUMINOUS MATERIALS**

203-15

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

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
203-15	<b>RUBBER POLYMER MODIFIED SLURRY (RPMS)</b>	203-16
203-15.1	<b>General</b>	203-16.1
203-15.2	<b>Materials</b>	203-16.2
203-15.3	<b>Composition and Grading</b>	203-16.3
203-15.4	<b>Mix Design</b>	203-16.4

ADD the following:

RPMS shall be used on this contract.

**SECTION 207 – PIPE**

207-9.2.3

**Fittings.** To the City Supplement, ADD the following:

8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with pre-punched holes free of asbestos material. All insulating flange kits require full face gaskets.

207-17.2.3

**Pipe Manufacturer.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise.**

207-25.4

**PIPE (SEWER).** To the City Supplement, DELETE First paragraph in its entirety and SUBSTITUTE with the following:

Pipe installed as sewer main shall be Vitrified Clay Extra Strength (VCES) in accordance with 207-8, "Vitrified Clay Pipe" or Polyvinyl Chloride (PVC) in accordance with 207-17, "PVC Plastic Pipe" or Polymer Concrete Pipe (PCP) in accordance with City Supplement Appendix "O" or Vitrified Clay Extra Strength (VCES) in accordance with 207-21, "Vitrified Clay Microtunneling Pipe" or Centrifugally Cast Fiberglass Reinforced Plastic Mortar (CCFRPM) Microtunneling

in accordance with 207-22. PVC pipe shall be SDR-35 unless otherwise designated on the plans.

**207-26.4 Butterfly Valves.** To the City Supplement, Paragraph (2), DELETE the last sentence.

To the City Supplement, Paragraph (3,) DELETE in its entirety and SUBSTITUTE with the following:

3. The operator shall be manual with a 2” (50 mm) square operating nut, and shall open the valve when turned counterclockwise.

### SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

**209-6.4 Induction Cobra Head Luminaire.** To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

### SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

**ADD:**

**212-3.2.2.3 Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Trench marker tape shall be 6” wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
  1. Blue with “Caution Potable Water Line Buried Below” for Water mainlines and over pipe sleeves.
  2. Purple with “Caution Recycled/Reclaimed Water Line Buried Below” for recycled water irrigation mainlines.
  3. Red with “Caution Electric Line Buried Below” for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to

irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.

4. Green with "Caution Sewer Line Buried Below" for Sewer mainlines and over pipe sleeves.

### SECTION 300 – EARTHWORK

**300-1.4 Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

### SECTION 302 – ROADWAY SURFACING

**302-3 PREPARATORY REPAIR WORK.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**302-3 PREPARATORY REPAIR WORK.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base

- material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
  6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
  7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
  8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
  9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
  10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
    - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
    - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
    - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
    - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

### **302-3.1 Asphalt Patching.**

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and

Smoothness.” These areas are generally smaller and more isolated than those areas in need of mill and pave.

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

### 302-3.2

#### **Payment.**

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor’s failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor’s aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.

3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

**302-5.1.1 Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.

**302-5.1.2 Measurement and Payment.** To the City Supplement, DELETE in its entirety.

**302-5.2.1 Measurement and Payment.** To the City Supplement, item c), ADD the following:  
Imported Subgrade material shall be paid per bid item "Imported Backfill".

### SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

**306-1.2.1.1 General.** To the City Supplement, DELETE third paragraph in its entirety and SUBSTITUTE with the following:

- c) PVC sewer pipes shall be bedded in 3/8" crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Where the possibility exists for erosion, migration, separation, or segregation of sands, silts and clay from the trench wall into the pipe bedding or where the sewer pipe is installed below the water table, the rock envelope shall be wrapped with an engineering geotextile fabric.

**306-1 OPEN TRENCH OPERATIONS.** To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2

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

**306-1.4.5 Water Pressure Test.** To the City Supplement, Paragraph (2), DELETE and SUBSTITUE with:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

Specified test pressure for Class 235 pipe will be 150 psi.

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

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

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

**306-8 MICROTUNNELING.**

**306-8.5 Pipe Specification.** To The Green Book, ADD the following:

Contractor shall refer to Appendix "O" for additional requirements relevant to the Polymer Concrete Pipe (PCP).

**306-20.8 Carrier Pipe.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Carrier pipe materials shall be approved by the Engineer. The Contractor shall use only HDPE. The Contractor shall furnish and install a structurally sound, leak-proof, fusible high density polyethelene pipe, for all piping identified for installation by horizontal directional drilling. The Contractor shall be responsible for the sizing of the carrier pipe to withstand all installation forces, curvature, and residual forces and final in place loading. The selected material shall have an inside diameter no less than stated on the drawings. Individual pipe lengths shall be assembled by butt-fusion unless otherwise specified.

## SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

**308-7**            **GUARANTEE.** To the City Supplement, DELETE in its entirety.

**308-7**            **Payment.** ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

**308-8**            **PAYMENT.** To the City Supplement, DELETE in its entirety.

## SECTION 500 – PIPELINE

**500-1.1.1**        **General.** To the City Supplement, (1) (a), ADD the following:

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

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

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

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

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

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

**500-1.1.9**        **Measurement and Payment.** Third Paragraph, DELETE in its entirety.

**500-1.2.4**        **Sewer Bypassing and Dewatering.** DELETE in its entirety and SUBSTITUTE with the following:



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

**500-1.6 Service Laterals.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**ADD:**

**500-1.6 Service Lateral Rehabilitation.**

**500-1.6.1 General.**

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

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

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

**500-1.6.2 Material.**

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

- b) The composite of the materials above shall, upon installation inside the host pipe, shall exceed the minimum test standards specified in Table 500-1.4.2 (A).
- c) The thickness of the lateral lining shall be not less than 0.12 inches (3 mm) and not more than 0.18 inches (4.5 mm) for laterals up to and including 8" in diameter. The thickness of the lateral lining shall be in accordance with Table 500-1.1.1.1[A] for laterals larger than 8" in diameter.

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

- a) The Property Owner of the lateral being reconstructed shall be informed, and the flow stopped, for the period of reconstruction work.
- b) The Contractor shall excavate an access pit at the appropriate upstream point on the service lateral in accordance with the reconstruction length determined by the Engineer.
- c) The Contractor shall always clean and color video the lateral line immediately prior to reconstruction and determine the structural condition of the pipeline. Roots, debris, and protruding service connections shall be removed prior to reconstruction.
- d) The tube shall be inspected for torn or frayed sections. The tube in good condition shall then be vacuum impregnated with the thermoset resin.
- e) No open pans or uncontrolled open-air pouring of resin shall be allowed during tube saturation. Resin shall be contained within the inflation bladder during vacuum impregnation and insertion. The Contractor shall ensure that no public property is exposed to contamination by liquid resin compounds or components.
- f) The saturated tube along with the inflation bladder shall be inserted into the installation equipment and the end closed. The entire installation equipment shall be placed in the pipe access pit and aligned with the exposed end of the pipe.
- g) The resin and tube shall be completely protected during the placement. The resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the placement.
- h) The tube shall be installed from the installation equipment by controlled air, water or steam pressure as in accordance with manufacturer instructions. The installation shall be stopped when the tube extends the entire length of the lateral section to be lined. The tube is held tightly in place against the wall of the host pipe by the pressure until the cure is complete.
- i) When the curing process is complete, the pressure is released and the inflation bladder reverted back into the installation equipment and removed from the access point.

- j) No barriers, coatings, or any material other than the cured tube or resin composite specifically designed for desirable physical and chemical resistance properties shall be left in the host pipe. Any materials used in the installation other than the cured tube or resin composite shall be removed.
- k) Any cured tube or resin composite pipe left protruding from the service connection shall be trimmed back using a hydraulic-powered robotic cutting device specifically designed for cutting cured-in-place pipe made from these materials.
- l) A second color video inspection shall be performed to verify the proper cure of the material, the proper trim of service connection, and the integrity of the seamless pipe.
- m) The bypass pumping system shall be removed and the sewer flows restored to normal flow conditions. The service lateral pipes shall be coupled together. The excavation shall be properly backfilled. The property owner of the service connection shall be informed when the Work is complete.

**500-1.6.4**     **Deviations.** If pre-installation inspection reveals conditions in the service lateral to be substantially different than those used in the design of wall thickness, tube construction, tube length, or resin system; then the Contractor shall correct the situation as approved by the Engineer.

**500-1.6.5**     **Acceptance.** Upon completion, the Contractor shall deliver the video records and written reports to the Engineer. The Engineer shall review the documentation and the Site to determine if the Work is complete and the work may be accepted.

**500-1.6.6**     **Payment.**

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

Service Lateral Lining with Cleanout up to 7 Feet in Depth
Service Lateral Lining with Cleanout Greater than 7 Feet in Depth

- c) Payment for in-situ point repairs shall be included in the bid price for in-situ point repairs and paid for in accordance with 500-1.1.9, "Measurement and Payment" and 500-1.2.7, "Payment."

**500-1.7.10**     **Payment.** To the City Supplement, DELETE in its entirety.

**500-1.10.7**     **Payment.** To the City Supplement, DELETE in its entirety.

**500-1.13.10 Payment.** To the City Supplement, DELETE in its entirety.

**500-4 SERVICE LATERAL CONNECTION SEALING.** DELETE in its entirety and SUBSTITUTE with the following:

**500-4 SERVICE LATERAL CONNECTION (SLC) SEALING.**

**500-4.1 General.**

1. SLC is the interface of the house sewer lateral with the main sewer. SLC to rehabilitated sanitary sewer lines shall be sealed, normally without excavation, by the installation of a resin-impregnated, flexible, felt tube or fiberglass tube installed into the existing service lateral. The tube shall form a “tee” section with a full lap inside the main pipe and shall extend continuously from the sewer main into the lateral for a minimum of 4”. SLC may be a combination of “tees” or “wyes” of varying angle. The resin shall be cured to form the tube into a hard impermeable pipe-within-a-pipe. When cured, the SLC shall seal the connection of the lateral to the mainline in a continuous tight-fitting, watertight pipe-within-a-pipe to eliminate any visible leakage between the lateral and mainline and shall provide a leak-proof seal designed for a minimum 50-year life to prevent root intrusion, infiltration, and exfiltration between a liner and a host pipe.
2. Prior to cleaning and pre-rehab video inspection, the Contractor shall submit a detailed operational plan for the proposed cleaning of all roots inside the pipe and around the service connection for the Engineer’s approval. After cleaning, the Contractor shall proceed with lining of the pipe and reinstating all live service connections. The service connection openings shall conform to the shape and the size of the inside diameter of the existing service connection. Contractor shall use a wire brush or other methods and equipment as recommended by other lining system providers, or other approved means and methods to provide a smooth opening for connecting the lateral to the newly lined pipeline.
3. The Contractor shall trim all protruding laterals which interfere with the lining installation, as flush with the pipe interior as practicable.

**500-4.2 Reference Specification.** This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof and shall meet the chemical resistance requirements of section 210-2.3.3, “Chemical Resistance Test (Pickle Jar Test).”

**500-4.3 General Corrosion Requirements.**

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

**500-4.4 SLC Materials.**

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

**500-4.5 Physical Properties.**

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

**500-4.6 Installation Preparation.**

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

external point repair excavation to uncover and remove the obstruction. The Contractor shall inform the Engineer prior to the commencement of the Work.

- f) The mainline pipe opening shall be prepared to accept the SLC and the mainline rehabilitated pipe shall be maximized to obtain the best possible connection.
- g) The transition from the mainline pipe to the service lateral shall be smooth and continuous to provide adequate support for the SLC during installation and cure.

#### **500-4.7**

#### **SLC Installation.**

- a) The resin impregnated tube shall be loaded inside a pressure apparatus. The pressure apparatus, attached to a robotic device, shall be positioned in the mainline pipe at the service connection. The robotic device, together with a television camera, shall be used to align the SLC repair with the service connection opening. Air pressure, supplied to the pressure apparatus through an air hose, shall be used to invert the resin impregnated SLC into the lateral pipe. The inversion pressure shall be adjusted to fully invert the SLC into the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process not to over-stress the tube.
- b) The pressure apparatus shall include a bladder which shall inflate in the mainline pipe, effectively seating the SLC repair against the service connection.
- c) After inversion or pull in is completed, recommended pressure is maintained on the impregnated tube for the duration of the curing process. Curing method shall be compatible with the resin selected. An ultraviolet (UV) light cured, heat cured or ambient cured resin system is typically used.
- d) The initial cure shall be deemed to be completed when the SLC has been exposed to the UV light, heat source or held in place for the time period specified by the manufacturer.
- e) The Contractor shall cool the hardened SLC before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- f) The finished SLC shall be free of dry spots, lifts and delamination. The lateral SLC shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes. Frayed ends of the SLC repair shall be removed prior to acceptance.
- g) During the warranty period, any defects which shall affect the integrity of strength of the SLC shall be repaired at the Contractor's expense in a manner mutually agreed upon by the manufacturer, City, and the Contractor.
- h) After the Work is completed, the Contractor shall provide the City with a video disc showing the completed work including the restored conditions.

**500-4.8**      **Clean-Up.** Upon acceptance of the installation work, the Contractor shall reinstate the Site affected by its operations.

**500-4.9**      **Payment:** Payment for SLC sealing systems shall be made at the Contract Unit Price or lump sum price in the Bid for each SLC. The Contract Unit Price or lump sum price in the Bid shall include the installation of the SLC sealing system, surface preparation and repairs, preparation and tape submittal of all pre- and post-construction CCTV inspection, bypassing if required, and testing, unless otherwise specified in the Special Provisions.

### **SECTION 703 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES**

**703-20**      **Payment.** To the City Supplement, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1.      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 of Petroleum Contaminated Soil (HR).
  - e)      Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).
  - f)      Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
  - g)      Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
  - h)      Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
  - i)      Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
  - j)      Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).
  - k)      Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
  - l)      Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).

- m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).
- n) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

**SECTION 705 – WATER DISCHARGES**

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

**SECTION 707 – RESOURCE DISCOVERIES**

**ADD:**

- 707-1.1**      **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a draft Addendum to Mitigated Negative Declaration (AMND) No. 255100 for Sewer and AC Water Group 827, Project No. 380583, as referenced in the Contract Appendix. You must comply with all requirements of the draft AMND as set forth in the Contract Appendix A.

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

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**



**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**ADDENDUM TO MITIGATED NEGATIVE DECLARATION (AMND)**

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### ADDENDUM TO MITIGATED NEGATIVE DECLARATION No. 255100 SCH No. 2011091045

Project No. 413110

**SUBJECT:** Sewer and AC Water 827: The project will include installation, replacement, realignment, and abandonment of approximately of 8,182 linear feet (LF) of sewer mains and 882 LF of water mains using various construction methods, and installation of new manholes. Construction of the project would occur within the public right of way and easements along or near portions of the following streets within the Mission Bay Park and Pacific Beach Community Planning Areas (Council District 2): North Mission Bay Drive, De Anza Road and Grand Avenue.

Applicant: City of San Diego Public Works Department – Right of Way Design Division

#### I. PROJECT DESCRIPTION:

The project will install sewer and water mains using the following methods: replacement of 404 LF (trenchless technology) from 12 to 17 feet deep, replacement of 495 LF (open trench) from 7 to 15 feet deep, realign 1,012 LF of new sewer and 882 LF of new water mains (open trench) from 4 to 15 feet deep, realign 2,008 LF of new sewer main (micro-tunneling) from 20 to 25 feet deep, realign 460 LF of new sewer main (trenchless) from 14 to 20 feet deep, rehabilitate 68 LF, and abandon 3,735 LF of sewer main and 872 LF of water mains. Ground disturbance for the micro-tunneling work will require 16-foot diameter launching and receiving pits at 20 to 25 ft deep, and the new manholes will require 9 ft x 9 ft of ground disturbance at a depth ranging from 5 to 17 ft deep. Potholing is employed to verify the reconnection of sewer laterals to mains or to verify utility crossings. Other improvements will consist of overlay and slurry seal of streets.

All work will occur within the public right of way (ROW) and easements and portions of Mission Bay golf course and Mission Bay Park. Construction work hours would occur during the daytime, Monday through Friday. The project would comply with the requirements described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation *Manual of Traffic Controls for construction and Maintenance Work Zones*. A traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. All staging for this project will take place in paved or developed areas.

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### II. ENVIRONMENTAL SETTING:

The project is located entirely within the public ROW and existing sewer and water utility easements within the Mission Bay Park and Pacific Beach Community Planning Areas, and is not located within or adjacent to the City's Multi-Habitat Planning Area (MHPA). The project would temporarily affect portions of the Mission Bay golf course and Mission Bay Park. Surrounding uses include a high school, park land, a mobile home park, and residential and commercial uses.

### III. PROJECT BACKGROUND:

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Development Services Department (DSD) and was certified by City Council on November 30, 2011 (resolution number 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public ROW and would not result in any direct impacts to sensitive biological resources.

Pursuant to the City of San Diego's Municipal Code Section 128.0306(b), all addenda for environmental documents certified more than three years before the date of application shall be distributed for a 14-calendar day public review along with the previously certified environmental document. This addendum was prepared more than three years after the certification of the original MND. Therefore, it is being distributed for a 14-day calendar public review.

#### Historical Resources (Archaeology)

The Citywide Pipelines Projects MND No. 255100 concluded that pipeline projects located within the public ROW and City easements could result in significant environmental impacts relating to archaeological resources, which included mitigation to reduce impacts to archaeological resources to below a level of significance.

The project is located within the City's mapped sensitivity area for potential cultural resources. A record search of the California Historic Resources Information System (CHRIS) digital database was reviewed to determine presence or absence of potential resources within the project sites and a *Geoarchaeological Assessment* (dated June 2015) was prepared by LSA and Associates. The report states that no cultural deposits were discovered during the geoarchaeological assessment. There is a slight possibility for cultural deposits to be encountered below the artificial fill in the northern and central portion of the golf course. Therefore, archaeological monitoring is recommended for two of the three launching/receiving pits (i.e. central and northern pits) to be used for tunneling. No monitoring was recommended for the southernmost pit since it occurs outside the mapped location of Site CA-SDI-5017 and contains up to 10 feet of artificial fill over marshy deposits and then terrestrial deposits that likely predate the human occupation of the area.

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To reduce potential archaeological resource impacts to below a level of significance, excavation within undisturbed soil for new trench alignments, pipeline realignments, and/or launching/receiving pits (2 of 3) would be monitored by a qualified archaeologist or archaeological monitor and a Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the Mitigation Monitoring and Reporting Program (MMRP) detailed in Section V. Compliance with the MMRP would reduce potential impacts to cultural resources to below a level of significance.

### Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. Per the City's geology maps, the Sewer and AC Water 827 project area is underlain by entirely by artificial fill, which is assigned a zero sensitivity rating with respect to the potential to encounter paleontological fossil resources, and would normally not require paleontological monitoring.

A geological investigation was previously completed to assist with the project design. Subsequently, a *Geoarchaeological Assessment* (dated June 2015) was prepared by LSA and Associates, Inc. detailing the results of the investigation. According to the geoarchaeological report, the majority of the project site is underlain by approximately five feet of artificial fill material, which is underlain by a sequence of bay deposits. The geoarchaeological report was reviewed by the San Diego Natural History Museum (SDNHM). SDNHM staff noted that beneath the artificial fill is a sequence of bay deposits for which the age is unknown but most likely to be young of age with age increasing for deeper depths, and recommended initial monitoring for cuts that are deeper than the existing sewer and water utilities.

To reduce potential impacts to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet or at shallower depths if formation is present for new trench alignments and realignments, replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, and for launching/receiving pits for micro-tunneling would be monitored by a qualified paleontologist or paleontological monitor. Given the presence of a large amount of artificial fill, the monitor will determine the need for continued monitoring. If monitoring is halted a few spot checks of ongoing work can determine additional needs. Overall monitoring needs will be determined in the field during construction. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

#### IV. DETERMINATION:

The City of San Diego previously prepared a Mitigated Negative Declaration No. 255100 for the project described in the attached MND and Initial Study.

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Based upon a review of the current project, it has been determined that:

- a. There are no new significant environmental impacts not considered in the previous MND;
- b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
- c. There is no new information of substantial importance to the project.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. Additionally, in accordance with requirements in Section 128.0306 of the San Diego Municipal Code, a 14-day public review period is required for this addendum.

### V. MITIGATION, MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

#### a) **A. GENERAL REQUIREMENTS – PART I**

Plan Check Phase (prior to permit issuance)

1. Prior to 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:

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### Archaeologist, Native American Monitor, and 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:

- b) 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 the **RE and MMC at 858-627-3360**

- 2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) No. 413110, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and 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.

### California Coastal Commission

- 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:

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## Document Submittal/Inspection Checklist

<u>Issue Area</u>	<u>Document submittal</u>	<u>Associated 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
Archaeology	Archaeology Reports	Archaeology observation
Paleontology	Paleontology Reports	Paleontology observation
Final MMRP		Final MMRP Inspection

## 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 Assistant Deputy Director (ADD) Environmental designee 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 Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (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.



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3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.
- 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, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (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

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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 that 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 (CSVSR). The CSVSR'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

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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.

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### 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

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- (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 items associated 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 CSVN 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.

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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

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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.

### PALEONTOLOGICAL 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 Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
  2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
  3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

#### **II. Prior to Start of Construction**

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

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### **B. PI Shall Attend Precon Meetings**

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
  - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
  - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
  - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
  - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule  
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

### **III. During Construction**

#### **A. Monitor Shall be Present During Grading/Excavation/Trenching**

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or



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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.

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- (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
- (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

### D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting
  - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
  - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
  - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
  - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

## IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVR and submit to MMC via the RE via fax by 8AM on the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
    - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next

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business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

- B. If night and/or weekend work becomes necessary during the course of construction
  - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

### **V. Post Construction**

- A. Preparation and Submittal of Draft Monitoring Report
  - 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

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- 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.

The above Mitigation Monitoring and Reporting Program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates or occupancy and/or final maps to ensure the successful completion of the monitoring program.

\_\_\_\_\_  
Senior Planner, Myra Herrmann  
Planning Department

\_\_\_\_\_  
Date of Draft Report

Analyst: Susan Morrison

\_\_\_\_\_  
Date of Final Report

### Attachments:

Figure 1 – Vicinity Map

Figure 2 – Location Map

Mitigated Negative Declaration No. 255100

The Addendum to Mitigated Negative Declaration No. 256581 was distributed for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The SDMC requires that addenda to environmental documents certified more than three years previously are to be distributed by Development Services Department (DSD) for a fourteen calendar-day public review period, along with the previously certified environmental document. The final Addendum was distributed to the following groups and individuals for public disclosure in accordance with CEQA Section 15164.

### VI. DISTRIBUTION:

Copies or notice of this Addendum were distributed to:

City of San Diego

Council Member Zapf, District 2

City Attorney (MS 56A)

Shannon Thomas (MS 93C)

Development Services Department

Helene Deisher (MS 501)

Park and Recreation Department Design Review Committee (MS 35)

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Sam Johnson (MS 1102B)  
Planning Department  
Myra Herrmann (MS 501)  
Jeff Harkness (MS 413)  
Public Works Department  
Sheila Gamueda (MS 908A)  
James Arnhart (MS 908A)  
Library Dept.-Gov. Documents MS 17 (81)  
Pacific Beach/Taylor Branch Library (81X)

### Other

San Diego Gas and Electric (114)  
Surfers Tired of Pollution (318)  
Mission Bay Park Committee (318A)  
Pat Gallagher (322A)  
Mission Bay Lessees (323)  
Jim Peugh (324)  
Citizens Coordinate for Century 3 (324A)  
Debby Knight (373)  
Pacific Beach Town Council (374)  
Pacific Beach Planning Group (375)  
Crown Point Association (376)  
Pacific Beach Historical Society (377)  
Natural History Museum (166)  
South Coastal Information Center (210)  
Historical Resources Board (87)  
Carmen Lucas (206)  
San Diego Archaeological Center (212)  
Save Our Heritage Organization (214)  
Ron Christman (215)  
Louie Guassac (215A)  
Clint Linton (215B)  
Frank Brown (216)  
Campo Band of Mission Indians (217)  
San Diego County Archaeological Society (218)  
Native American Heritage Commission  
Kumeyaay Cultural Heritage Preservation (223)  
Kumeyaay Cultural Repatriation Committee (225)  
Native American Distribution (NOTICE ONLY 225A-S)

Copies of the addendum, the final MND, the Mitigation Monitoring and Reporting Program, and any technical appendices may be reviewed in the office of the Entitlements Division of the Development Services Department, or purchased for the cost of reproduction.

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.



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

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

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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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

**Larry Gardner  
Water Department Director**

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

#### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders





# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	I.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, If so, explain:		
Estimated Duration of Meter Use:		Check Box if Reclaimed Water

## Company Information

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

<b>Fire Hydrant Meter Removal Request</b>	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ( )	Pager: ( )

City Meter	Private Meter
Contract Acct #:	Deposit Amount: <b>\$ 936.00</b> Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b> Meter Make and Style: <b>6-7</b>
Backflow #	Backflow Size: Make and Style:
Name:	Signature: Date:
e-Bidding Sewer and AC Water Group 827	
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WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## Materials Typically Accepted by Certificate of Compliance

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

**APPENDIX D**  
**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		<b>Contractor's Name:</b>	
<b>Project Name:</b>		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	<b>Invoice No.</b>
Resident Engineer (RE):		Contractor's fax #:	<b>Invoice Date:</b>
RE Phone#:	Fax#:	Contact Name:	Billing Period: (      to

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	<b>Field Orders</b>				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
<b>CHANGE ORDER No.</b>					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -		\$ -
										<b>Total Billed</b>	\$ -

**SUMMARY**

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D )	\$ -
F. Less Total Previous Payments	\$ -
<b>G. Payment Due Less Retention</b>	<b>\$0.00</b>
H. Remaining Authorized Amount	\$0.00

**I certify that the materials  
have been received by me in  
the quality and quantity specified**

\_\_\_\_\_  
**Resident Engineer**

\_\_\_\_\_  
**Construction Engineer**

**Retention and/or Escrow Payment Schedule**

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

Contractor Signature and Date: \_\_\_\_\_

**APPENDIX E**  
**LOCATION MAP**



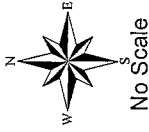
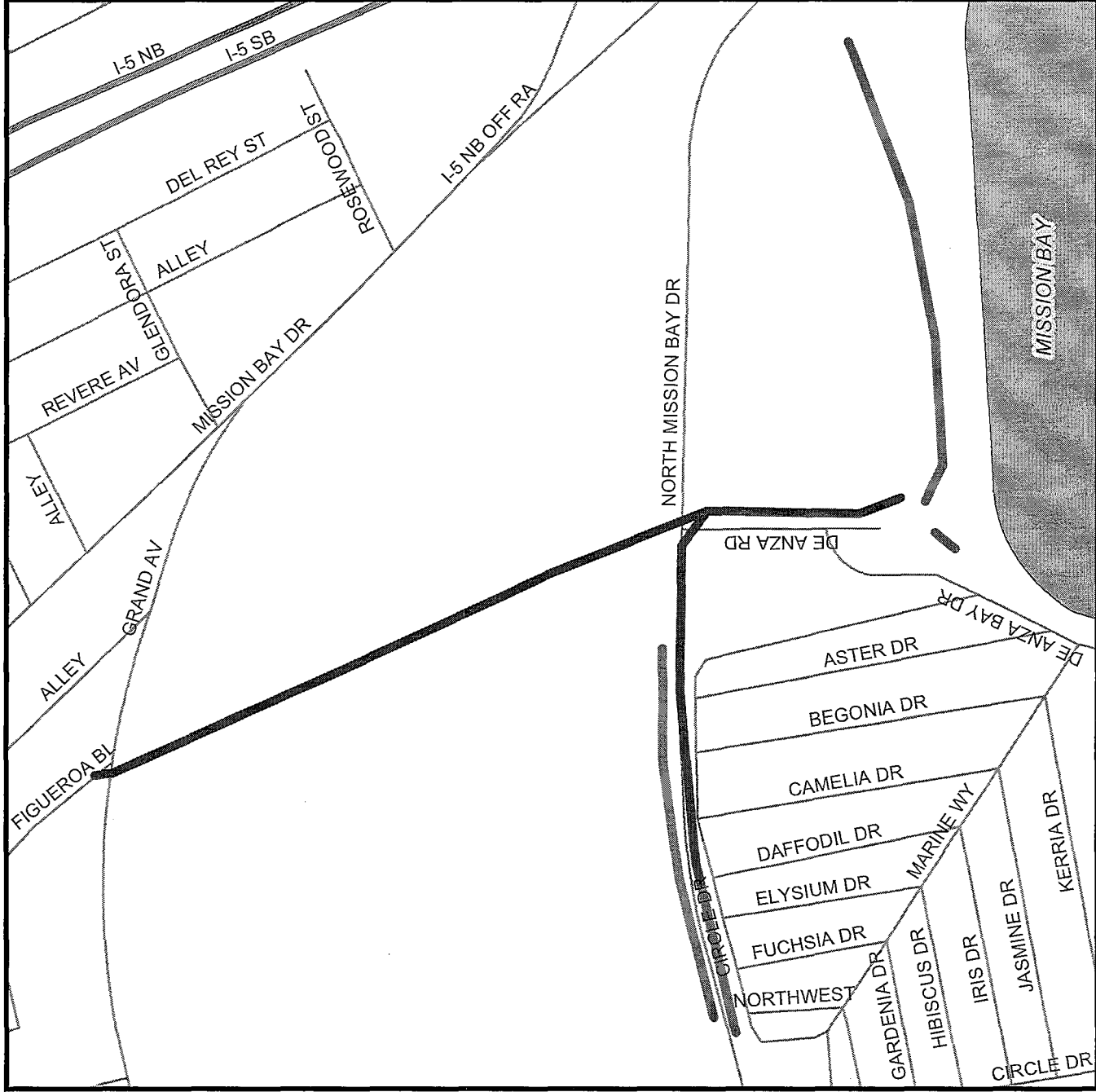
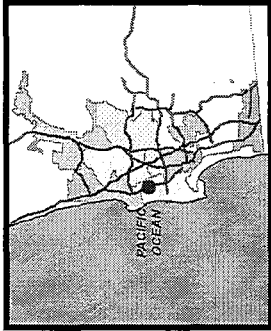
**SEWER & AC WATER GROUP 827**

SENIOR ENGINEER  
WENDY GAMBOA  
(619)-236-1971

PROJECT ENGINEER  
ROBERTO VEJAR-PARRA  
(619)-533-5402

PROJECT MANAGER  
SHEILA GAMUEDA  
(619) 533-4244

CONSTRUCTION PROJECT  
INFORMATION LINE  
(619) 533-4207



**LEGEND**

- PROPOSED SEWER MAIN
- PROPOSED WATER MAIN

COMMUNITY NAME: MISSION BAY PARK  
e-Bidding Sewer and AC Water Group 827  
Appendix E - Location Map (Rev. July 2015)  
Date: Jan 26, 2015

COUNCIL DISTRICT: 2



SAP ID: B00436 (S)  
SAP ID: B15066 (W)  
Page 107

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**APPENDIX F**  
**ADJACENT PROJECTS**



**APPENDIX G**  
**HYDROSTATIC DISCHARGE FORM**

## APPENDIX

### 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](http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml)), and as follows:

Discharged water has been dechlorinated to below 0.1 (mg/l) level; and effluent has been maintained between 6 and 9 (PH) based on:							is discharge within acceptable limits?		Comment
Event #	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:						
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	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						

\* By signing, I certify that all of the statements and conditions for hydrostatic discharge events are correct.

Project Name: \_\_\_\_\_

Work Order No.(s): \_\_\_\_\_

Have any thresholds have been exceeded? Per Order No. 2002-0020, would this be a reportable discharge and must be reported within 24 hours of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

**APPENDIX H**  
**DISCHARGE POINTS AND FLOW DATA**

**CITY OF SAN DIEGO  
M E M O R A N D U M**

DATE: January 13, 2015

TO: Roberto Vejar-Parra, Project Engineer, Public Works Department

FROM: Matthew Wedeking, Associate Civil Engineer, Public Utilities Department

SUBJECT: Pre-approval for Maximum Allowable Dewatering Discharge – Group Job 827

---

The hydraulic modeling analysis for Group Job 827 dewatering discharge has been completed. The maximum total allowable discharge to Pump Station 41 is 250 GPM without significant impact to downstream facilities. This is the allowable discharge to the existing sewer configuration under dry weather flow conditions only. No discharge is allowed during wet weather flow conditions. The discharge should be held for 24 hours after a rain event greater than ½ inch.

Please note that this is only a pre-approval for capacity. Before discharge begins Industrial Waste needs to approve the discharge, and the capacity will be re-evaluated at that time.



Matthew Wedeking

cc: Michael Ninh

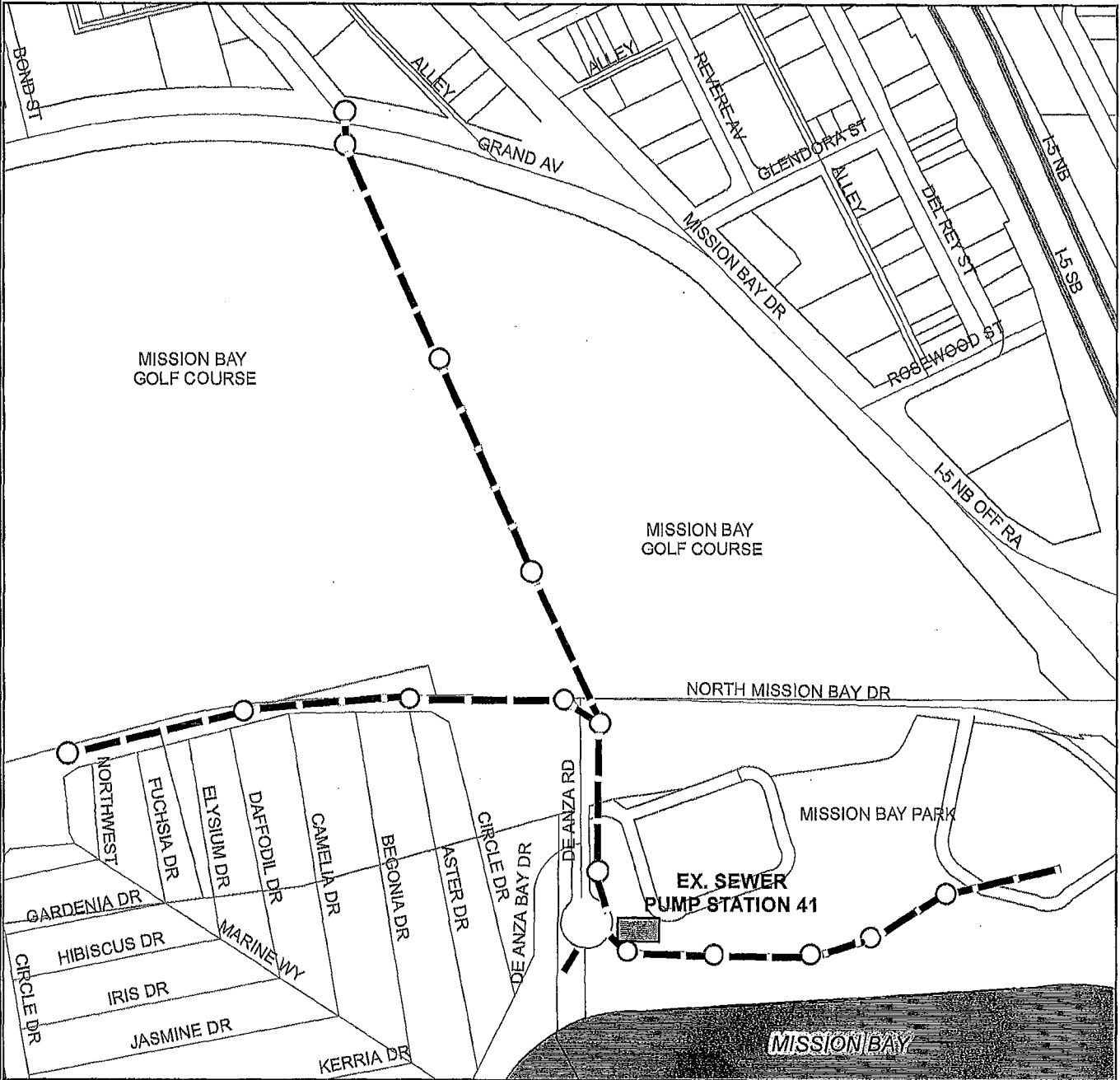
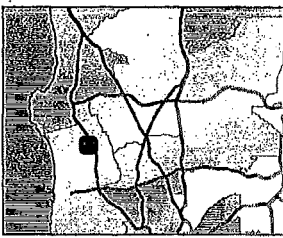
# DISCHARGE POINTS MAP

SENIOR ENGINEER  
WENDY GAMBOA  
(619) 235-1971

PROJECT ENGINEER  
ROBERTO VEJAR-PARRA  
(619) 633-6402

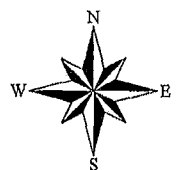
PROJECT MANAGER  
SHEILA GAMUEDA  
(619) 633-4244

CONSTRUCTION PROJECT  
INFORMATION LINE  
(619) 633-4207



## LEGEND

--- SEWER AND AC WATER GROUP 827



No Scale

COMMUNITY NAME: MISSION BAY PARK

COUNCIL DISTRICT: 2

e-Bidding Sewer and AC Water Group 827



Appendix H - Discharge Points and Flow Data (Rev. July 2015)



SAP ID: B-00436 (S)

B-15066 (W)

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**APPENDIX I**  
**HAZARDOUS LABELS/FORMS**

# HAZARDOUS WASTE

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

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

CONTENTS, COMPOSITION \_\_\_\_\_  
PROPER DOT SHIPPING NAME \_\_\_\_\_  
TECHNICAL NAME (S) \_\_\_\_\_  
UN/NA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE    HAZARDOUS PROPERTIES     FLAMMABLE     TOXIC  
 SOLID  LIQUID     CORROSIVE     REACTIVE     OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

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

### Questions for Incident Assessment:

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

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

\*Call 911 in an emergency\*

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

If in doubt, report the release.

<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 DESCRIPTION

Incident # \_\_\_\_\_

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

### 2. ADMINISTRATIVE INFORMATION

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

### 3. CHEMICAL INFORMATION

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

**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

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

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

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

### **BASIC INSTRUCTIONS:**

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

### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

### **MAIL THE COMPLETED REPORT TO:**

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

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

**APPENDIX J**  
**CCTV VIDEO FORMAT STANDARD**

## CCTV VIDEO FORMAT STANDARD

9/29/2011

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

This data is based upon our current contract.

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

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

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

512 kbps video.

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

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



## Digital Video Filename Specification

### *Pipeline Inspection*

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

The file naming convention for video files is as follows:

Start MH			End MH				Date	Dot	Extension	
Field Book Page	D a s h	Map ID	D a s h	Field Book Page	D a s h	Map ID	D a s h	h h d d m m y y	D o t	
A09S	-	1	-	A10S	-	10	-	24081205	.	WMV

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

### *Manhole Inspection*

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

The file naming convention for video files is as follows:

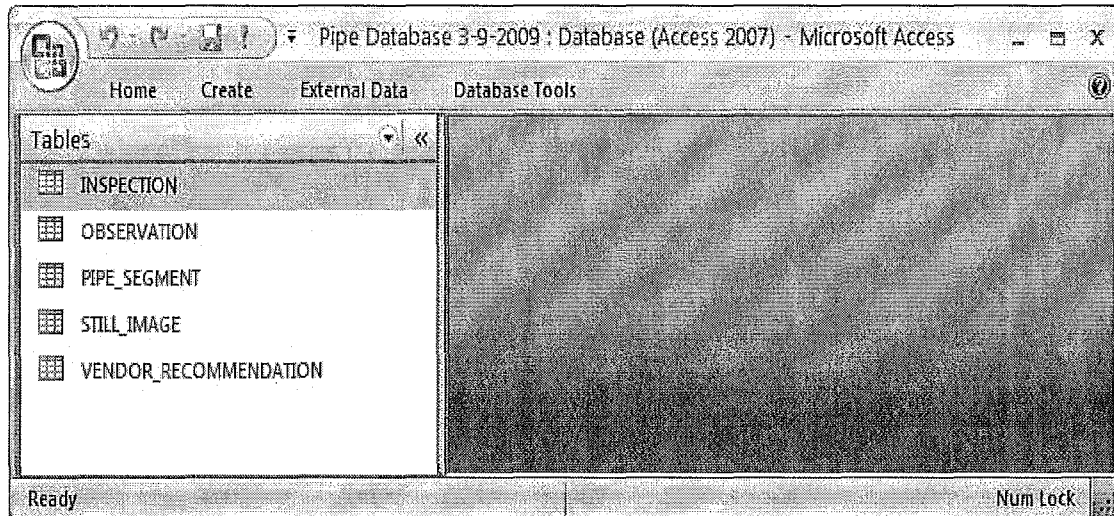
Field Book Page	D a s h	Map ID	D a s h	Date	Dot	Extension
				h h d d m m y y		
A10S	-	10	-	24081205	.	WMV

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



## Pipe Database Structure

The Pipe database employs the use of 5 tables.



**Properties**

DateCreated:	5/29/2008 4:15:22 PM	DefaultView:	2
DisplayViewsOnSharePointS:	1	FilterOnLoad:	False
GUID:	{guid {D3A951C4-C5CE-4ACC-933B-41AF2D376CBC}}	HideNewField:	False
LastUpdated:	11/16/2011 8:29:03 AM	NameMap:	Long binary data
OrderByOn:	False	OrderByOnLoad:	True
Orientation:	Left-to-Right	RecordCount:	0
TotalsRow:	False	Updatable:	True

**Columns**

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

**Properties**

DateCreated:	5/29/2008 4:15:09 PM	DefaultView:	2
DisplayViewsOnSharePointSi	1	FilterOnLoad:	False
GUID:	{guid {DD4437B4-90AF-43E4-A136-4EF45143FD84}}	HideNewField:	False
LastUpdated:	9/29/2011 8:55:16 AM	NameMap:	Long binary data
OrderBy:	[OBSERVATION].[OBSERVATI ON_SEQ_NUM]	OrderByOn:	True
OrderByOnLoad:	True	Orientation:	Left-to-Right
RecordCount:	0	TotalsRow:	False
Updatable:	True		

**Columns**

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

**Properties**

DateCreated:	6/18/2010 10:07:55 AM	DefaultView:	2
DisplayViewsOnSharePointSi	1	FilterOnLoad:	False
GUID:	{guid {2DD7767A-1885-44A9-8FD1-7F2B3CFA44CB}}	HideNewField:	False
LastUpdated:	9/29/2011 8:57:46 AM	NameMap:	Long binary data
OrderByOn:	False	OrderByOnLoad:	True
Orientation:	Left-to-Right	RecordCount:	0
TotalsRow:	False	Updatable:	True

**Columns**

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

**Properties**

DateCreated:	5/29/2008 4:15:16 PM	DefaultView:	2
DisplayViewsOnSharePointSi	1	FilterOnLoad:	False
GUID:	{guid {2142CAF4-0412-4E45-BF58-78D54BD0A022}}	HideNewField:	False
LastUpdated:	9/29/2011 8:55:55 AM	NameMap:	Long binary data
OrderBy:	[STILL_IMAGE].[OBSERVATIO N_SEQ_NUM], [STILL_IMAGE].[INSPECTION _SEQ_NUM]	OrderByOn:	True
OrderByOnLoad:	True	Orientation:	Left-to-Right
RecordCount:	0	TotalsRow:	False
Updatable:	True		

**Columns**

Name	Type	Size
INSPECTION_SEQ_NUM	Long Integer	4
FAC_SEQ_NUM	Double	8
OBSERVATION_SEQ_NUM	Long Integer	4
ONLINE_STORAGE_FILE_NM	Text	50
STILL_IMAGE_SEQ_NUM	Long Integer	4

**Properties**

DateCreated:	5/29/2008 4:15:19 PM	DefaultView:	2
DisplayViewsOnSharePointSI	1	FilterOnLoad:	False
GUID:	{guid {98E4257D-B19E-4B33-9C8E-532D93DCE40C}}	HideNewField:	False
LastUpdated:	9/29/2011 8:56:14 AM	NameMap:	Long binary data
OrderByOn:	False	OrderByOnLoad:	True
Orientation:	Left-to-Right	RecordCount:	0
TotalsRow:	False	Updatable:	True

**Columns**

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



Material Descriptions used by S\_Mains

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

# City of San Diego

VENDOR RECOMMENDATION TABLE CODES  
FOR SEWER REHAB AND REPLACEMENT CIP  
PROJECTS

## Prioritization Code Key

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

## Recommendation Code Key

- A- No Action
- B- Debris Cleaning
- C- Root Cleaning
- D- Spot Repairs
- E- Facility Replacement
- ①N- Does Not Apply

WRC CODES FOR CITY OF SAN DIEGO

General Codes:

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

Pipe Codes:

Code	Severity	Observation	Maintenance Point	Structural Point	Definitions	Standard/Comments	
R	S	Roots, Small	25	0	Light fine roots - root fingers following the wall of the pipe covering not more than 10% of the pipe wall; tap root less than 1/4"	Note if roots are coming from a crack, hole, or around a lateral	
	M	Roots, Medium	75	0	Medium fine roots covering 10 to 20% of the pipe wall or more than 1/4 of the pipe; tap root - 1/4" to 1/2"; camera passes without difficulty		
	L	Roots, Large	100	50	Heavy fine roots - a carpet of roots following the walls of the pipe or a mass greater than 1/2 pipe dia.; tap root greater than 1/2"		
I	S	Infiltration, slight	0	50	Seeping or Dripping		
	M	Infiltration, Medium	0	75	Constant stream		
	L	Infiltration, Large	0	150	Gushing water		
E	S	Slight Mineral Deposits		50	Indication of Infiltration		
	M	Medium Mineral Deposits	0	75	Under 10% of ID thick		
	L	Heavy Mineral Deposits	0	150	Greater than 10% of ID thick		
CC	S	Circular Crack, Small	0	100	Hairline less than 50% of circumference	Note if they are spiral cracks	Cracks at joints are within 4" of joint
	M	Circular Crack, Medium	0	150	Less than 1/8" open, or hairline greater than 50% of circumference		
	L	Circular Crack, Large	0	250	1/8" or greater, open		
CL	S	Crack -Longitudinal, Small	0	100	Hairline less than 1 section of pipe	If the crack extends past one section of pipe, note the end footage, e.g. to 105'. For continuing cracks, note every 3 pipe lengths with a "continuing" note	Cracks at joints are within 4" of joint
	M	Crack -Longitudinal, Medium	0	150	Less than 1/8" open, or hairline greater than 1 section of pipe		
	L	Crack -Longitudinal, Large	0	250	1/8" or greater, open		
CM	S	Cracks -Multiple, Small	0	100	Hairline cracks in multiple directions, less than 1 section of pipe		Cracks at joints are within 4" of joint
	M	Cracks -Multiple, Medium	0	150	Less than 1/8" open, or hairline greater than 1 section of pipe, in multiple directions		
	L	Cracks -Multiple, Large	0	300	Cracks in multiple directions, 1/8" or greater, open		
B	S	Broken Pipe, Small	0	250	Connecting cracks, no displacement	Note appearance of break	Within 4" of joint, crescent crack with no displacement, or displaced / gone less than 1 hr, within bell, no dirt showing Within 4" of joint, crescent crack with displacement 1 - 3 hrs, or displaced / gone 1- 2hrs, within bell, no dirt showing
	M	Broken Pipe, Medium	0	300	Connecting cracks, some displacement (less than 1/4")		
	L	Broken Pipe, Large	0	500	Connecting cracks, displacement greater than 1/4"		
X	N	Collapsed Pipe	0	700	Use if a section of the pipe wall has fallen in and the structural integrity of pipe has been compromised.	Note the approximate size and give a description.	
H	S	Hole in Pipe, Small	0	250	15" pipe or less: <1" dia. hole* > 15" pipe: <2" dia. hole*	* If a hole is below the waterline it moves up to the next severity Note the approximate size of the hole, e.g. 1.5". Note if there is an apparent void.	
	M	Hole in Pipe, Medium	0	400	15" pipe or less: 1" to 3" dia, pipe is sound, no void * > 15" pipe: 2" to 4" dia, pipe is sound, no void *		
	L	Hole in Pipe, Large	0	500	Greater than a moderate hole		

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

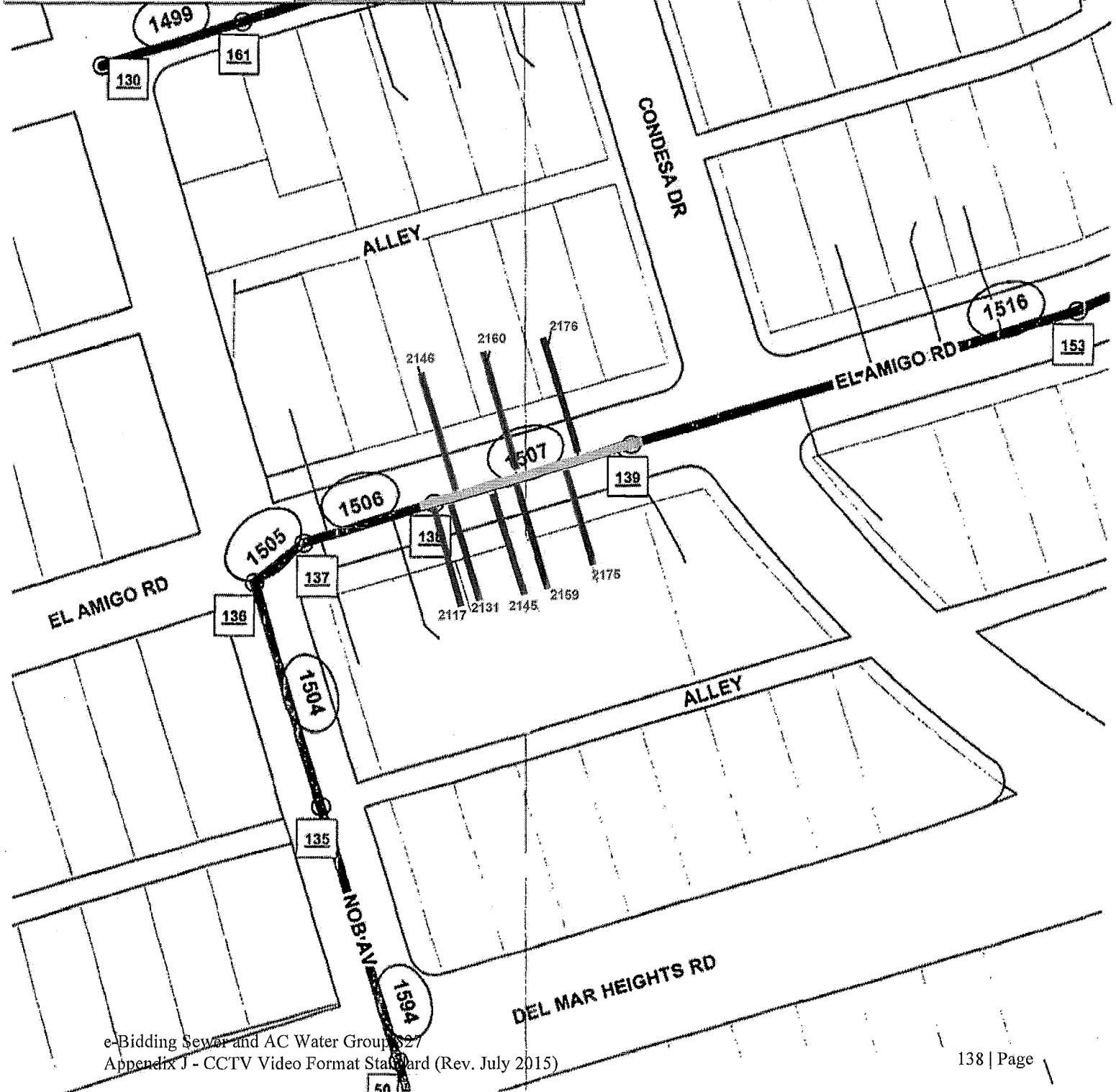
Joint Codes

RJ	S	Roots at Joint, Small	25	0	Light fine roots - root fingers following the wall of the pipe covering not more than 10% of the pipe wall	Note if roots are coming from a crack, hole, or around a lateral	For roots at joints that are continuing: Put in an observation every 25' and note roots at 25% of joints, 50% of joints, 75% of joints or all joints. (understanding that 50% means 25% - 50% etc.). <u>Note every occurrence of Heavy Roots</u>
	M	Roots at Joint, Medium	75	0	Medium fine roots covering 10 to 20% of the pipe wall		
	L	Roots at Joint, Large	100	50	Heavy fine roots - a carpet of roots following the walls of the pipe		
JD	M	Joint Displaced, Medium	0	50	To thickness of pipe wall.	Do not note minor offsets	
	L	Joint Displaced, Large	0	150	Visible dirt/greater than pipe wall thickness		
IJ	S	Infiltration at Joint, Small	0	50	Seeping or Dripping		
	M	Infiltration at Joint, Medium	0	75	Constant stream		
	L	Infiltration at Joint, Large	0	150	Gushing water		
COJ	S	Corrosion at Joint, Slight	0	75			
	M	Corrosion at Joint, Moderate	0	150	Passable		
	L	Corrosion at Joint, Large	0	500	Impassable		
CCJ	S	Circular Crack at Joint, Small	0	100	Hairline less than 50% of circumference	Note if they are spiral cracks	Cracks at joints are within 4" of joint
	M	Circular Crack at Joint, Medium	0	150	Less than 1/8" open, or hairline greater than 50% of circumference		
	L	Circular Crack at Joint, Large	0	250	1/8" or greater, open		
CLJ	S	Crack -Longitudinal at Joint, Small	0	100	Hairline less than 1 section of pipe	If the crack extends past one section of pipe, note the end footage, e.g. to 105'. For continuing cracks, note every 3 pipe lengths with a "continuing" note	Cracks at joints are within 4" of joint
	M	Crack -Longitudinal at Joint, Medium	0	150	Less than 1/8" open, or hairline greater than 1 section of pipe		
	L	Crack -Longitudinal at Joint, Large	0	250	1/8" or greater, open		
CMJ	S	Multiple Cracks at Joint, Small	0	100	Hairline cracks in multiple directions, less than 1 section of pipe		Cracks at joints are within 4" of joint
	M	Multiple Cracks at Joint, Medium	0	150	Less than 1/8" open, or hairline greater than 1 section of pipe, in multiple directions		
	L	Multiple Cracks at Joint, Large	0	300	Cracks in multiple directions, 1/8" or greater, open		
GEJ	N	Gasket Exposed at Joint	0	50	Gasket exposed at joint		
SJ	S	Separated Joint, Slight	0	50	Bell Exposed		
	M	Separated Joint, Moderate	0	100	Dirt Exposed at top of pipe		
	L	Separated Joint, Large	0	200	Dirt Exposed at bottom of pipe		
BJ	S	Broken Joint, Small	0	250	Connecting cracks, no displacement	Note appearance of break	Within 4" of joint, crescent crack with no displacement, or displaced / gone less than 1 hr, within bell, no dirt showing Within 4" of joint, crescent crack with displacement 1 - 3 hrs, or displaced / gone 1- 2hrs, within bell, no dirt showing Within 4" of joint, crescent crack with displacement > 3 hrs, or displaced / gone > 2hrs, within bell, no dirt showing
	M	Broken Joint, Medium	0	300	Connecting cracks, some displacement (less than 1/4")		
	L	Broken Joint, Large	0	500	Connecting cracks, displacement greater than 1/4"		

Service Codes

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

Legend	
FSN#	1507
Rehabilitated-CIPP	6/23/2010
Rehabilitated-Expanda	
SLC's-Top Hats Installed	8/6/2010
Point Repair	
MH Rehab	
Clean-Out Installed	
Manhole (Installed)	





**APPENDIX K**

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





**APPENDIX L**  
**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:

Table with 7 columns: Description of Services, Name, Start Date, End Date, Total Hours, Hourly Rate, Amount. Rows include Field Archaeologist, Laboratory Assistant, and Subtotal.

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:

Table with 8 columns: Description of Services, Where work occurred (onsite vs offsite/lab), Name, Start Date, End Date, Total Hours, Hourly Rate, Amount. Rows include Field Archaeologist, Laboratory Assistant, and Subtotal.

Total this invoice: \$ \_\_\_\_\_

Total invoiced to date: \$ \_\_\_\_\_

Note 1:

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

Note 2:

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

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

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

**APPENDIX M**  
**CALOSHA TUNNEL CLASSIFICATION**

DEPARTMENT OF INDUSTRIAL RELATIONS  
**DIVISION OF OCCUPATIONAL SAFETY  
AND HEALTH ADMINISTRATION**  
MINING AND TUNNELING UNIT  
6160 VAN NUYS BOULEVARD, SUITE 310  
VAN NUYS, CA 91401-3333  
(818) 901-5420 FAX (818) 901-5579



October 6, 2015

City of San Diego  
Engineering Branch – Public Works Department  
525 B Street, Suite 750, MS 908A  
San Diego, CA 92101

Attention: Sheila Gamueda  
Project Manager

Subject: Underground Classification Numbers: C025-073-16T through C032-073-16T  
Sewer and AC Water Group 827

Dear Ms. Gamueda,

The information provided to this office regarding the referenced project has been reviewed. An Underground Classification of "Potentially Gassy" has been assigned to the tunnels identified in your submittal. Please provide copies of the Classifications to the Tunnel Contractor and ensure that copies of the Classifications are posted at the job site.

Please remind the Contractor to notify this office to schedule the mandated Pre-Job Safety Conference with the Division prior to commencing any activity associated with the project.

If you have any questions, please contact this office.

Sincerely,

James Wittry  
District Manager

c: file





State of California

Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

C025-073-16T

Van Nuys Office R5D2

# Underground Classification

Sewer and AC Water Group 827  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of City of San Diego  
525 "B" Street, Suite 750, MS 908A San Diego, CA 92101  
(MAILING ADDRESS)

at De Anza Road  
San Diego, California  
(LOCATION)

has been classified as \*\*\* POTENTIALLY GASSY \*\*\*  
(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30 inch diameter pipe approximately 100 feet in length to be installed between approximate stations 1+00 and 2+00, in the City of San Diego, California.

October 2, 2015

Reference: Submittal from the City of San Diego dated September 15, 2015.

  
District Manager



State of California

Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

C026-073-16T

Van Nuys Office R5D2

# Underground Classification

Sewer and AC Water Group 827

City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

City of San Diego

of 525 "B" Street, Suite 750, MS 908A San Diego, CA 92101

(MAILING ADDRESS)

De Anza Road

at San Diego, California

(LOCATION)

has been classified as \*\*\* POTENTIALLY GASSY \*\*\*

(CLASSIFICATION)

as required by the California Labor Code Section 7965.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30 inch diameter pipe approximately 375 feet in length to be installed between approximate stations 2+00 and 5+75, in the City of San Diego, California.

October 2, 2015

Reference: Submittal from the City of San Diego dated September 15, 2015.

District Manager



State of California

Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

C027-073-16T

Van Nuys Office R5D2

# Underground Classification

Sewer and AC Water Group 827  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of City of San Diego  
525 "B" Street, Suite 750, MS 908A San Diego, CA 92101  
(MAILING ADDRESS)

at De Anza Road at North Mission Bay Drive  
San Diego, California  
(LOCATION)

has been classified as \*\*\* POTENTIALLY GASSY \*\*\*  
(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30 inch diameter pipe approximately 259 feet in length to be installed between approximate stations 5+75 and 8+34, in the City of San Diego, California.

October 5, 2015

Reference: Submittal from the City of San Diego dated September 15, 2015.

  
\_\_\_\_\_  
District Manager



State of California

Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

C028-073-16T

Van Nuys Office R5D2

# Underground Classification

Sewer and AC Water Group 827  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of City of San Diego  
525 "B" Street, Suite 750, MS 908A San Diego, CA 92101  
(MAILING ADDRESS)

at Mission Bay Golf Course  
San Diego, California  
(LOCATION)

has been classified as \*\*\* POTENTIALLY GASSY \*\*\*  
(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30 inch diameter pipe approximately 600 feet in length to be installed between approximate stations 8+34 and 14+34, in the City of San Diego, California.

October 5, 2015

Reference: Submittal from the City of San Diego dated September 15, 2015.

District Manager



State of California

Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

C029-073-16T

Van Nuys Office R5D2

# Underground Classification

Sewer and AC Water Group 827  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of City of San Diego  
625 "B" Street, Suite 750, MS 908A San Diego, CA 92101  
(MAILING ADDRESS)

at Mission Bay Golf Course  
San Diego, California  
(LOCATION)

has been classified as \*\*\* POTENTIALLY GASSY \*\*\*  
(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30 inch diameter pipe approximately 600 feet in length to be installed between approximate stations 14+34 and 20+34, in the City of San Diego, California.

October 5, 2015

Reference: Submittal from the City of San Diego dated September 15, 2015.

District Manager



State of California

Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

C030-073-16T

Van Nuys Office R5D2

# Underground Classification

Sewer and AC Water Group 827  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of City of San Diego  
525 "B" Street, Suite 750, MS 908A San Diego, CA 92101  
(MAILING ADDRESS)

at Grand Avenue and Figueroa Boulevard  
San Diego, California  
(LOCATION)

has been classified as \*\*\* POTENTIALLY GASSY \*\*\*  
(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30 inch diameter pipe approximately 74 feet in length to be installed between approximate stations 20+34 and 21+08, in the City of San Diego, California.

October 5, 2015

Reference: Submittal from the City of San Diego dated September 15, 2015.

District Manager



State of California  
 Department of Industrial Relations  
 DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
 MINING AND TUNNELING UNIT

C031-073-16T

Van Nuys Office R5D2

# Underground Classification

Sewer and AC Water Group 827  
 City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of City of San Diego  
525 "B" Street, Suite 750, MS 908A San Diego, CA 92101  
 (MAILING ADDRESS)

at Mission Bay Park (De Anza Cove) near De Anza Road  
San Diego, California  
 (LOCATION)

has been classified as \*\*\* POTENTIALLY GASSY \*\*\*  
 (CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 12 inch diameter pipe approximately 49 feet in length to be installed between approximate stations 1+00 and 1+49, in the City of San Diego, California.

October 5, 2015

Reference: Submittal from the City of San Diego dated September 15, 2015.

District Manager



State of California

Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

C032-073-16T

Van Nuys Office R5D2

# Underground Classification

Sewer and AC Water Group 827  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of City of San Diego  
525 "B" Street, Suite 750, MS 908A San Diego, CA 92101  
(MAILING ADDRESS)

at Mission Bay Park (De Anza Cove) near De Anza Road  
San Diego, California  
(LOCATION)


has been classified as \*\*\* POTENTIALLY GASSY \*\*\*  
(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 12 inch diameter pipe approximately 355 feet in length to be installed between approximate stations 1+49 and 5+04, in the City of San Diego, California.

October 5, 2015

  
\_\_\_\_\_  
District Manager

Reference: Submittal from the City of San Diego dated September 15, 2015.



**APPENDIX N**  
**CCC COASTAL DEVELOPMENT PERMIT (CDP)**

**CALIFORNIA COASTAL COMMISSION**

SAN DIEGO COAST DISTRICT OFFICE  
7575 METROPOLITAN DRIVE, SUITE 103  
SAN DIEGO, CALIFORNIA 92108-4402  
PH (619) 767-2370 FAX (619) 767-2384  
WWW.COASTAL.CA.GOV



## NOTICE OF PERMIT WAIVER EFFECTIVENESS

October 19, 2015

**To:** City of San Diego  
**From:** Deborah Lee, District Manager  
Alexander Llerandi, Coastal Program Analyst  
**Subject:** Coastal Development Permit (CDP) Waiver 6-15-1106-W

Please note that CDP Waiver 6-15-1106-W was reported to the California Coastal Commission on October 8, 2015 and became effective as of that date. CDP Waiver 6-15-1106-W allows for:

Install new sewer and water mains. Trenchless replacement of 404 linear ft. of sewer main 12-17 ft. deep, open trench replacement of 495 linear ft. of sewer main 7-15 ft. deep, open trench realignment of 1,012 linear ft. of new sewer main and 882 linear ft. of new water main 4-15 ft. deep, micro tunneling realignment of 2,008 linear ft. of new sewer main 20-25 ft. deep, trenchless realignment of 460 linear ft. of new sewer main 14-20 ft. deep, rehabilitation of 68 linear ft. and abandonment of 3,735 linear ft. of sewer main and 872 linear feet of water main.

At: North Mission Bay Drive & De Anza Road, Mission Bay, San Diego (San Diego County)

Please be advised that CDP Waiver 6-15-1106-W only authorizes the development as proposed and described in the Commission's files; any changes to the proposed and described project may require a CDP to account for the changes or a CDP for the entire project. If you have any questions, please contact Alexander Llerandi in the San Diego Coast District Office at the address and phone number above.

Sincerely,  
Charles Lester  
Executive Director

A handwritten signature in black ink, appearing to read "Alex Llerandi".

Alexander Llerandi  
Coastal Program Analyst

cc: Commissioners/File

**APPENDIX O**

**POLYMER CONCRETE PIPE FOR GRAVITY AND LOW-HEAD SERVICE FOR  
INSTALLATION BY MICROTUNNELING**

# POLYMER CONCRETE PIPE FOR GRAVITY AND LOW-HEAD SERVICE FOR INSTALLATION BY MICROTUNNELING

## Part 1: General

### 1.1 Scope

This specification designates the manufacturing, design and installation requirements of gravity flow and low-head polymer concrete jacking pipe. Polymer concrete pipe shall be manufactured in accordance with the requirements of ASTM D6783-02 Standard Specification for Polymer Concrete Pipe and the German DIN Standard 54815-1,2 Pipes Made of Filled Polyester Resin Molding Materials, as a guide. ASTM D6783 covers polymer concrete pipe, 6" through 144", intended for use in gravity flow systems conveying sanitary sewerage, storm water and industrial wastes. Pipes under this specification are manufactured in strength classes I, II, III, IV, or V with ultimate D-load strength classifications as used for reinforced concrete sewer pipe in ASTM C76. As required by ASTM D6783, minimum unconfined compressive strength shall be 10,000 psi.

### 1.2 References

- **ASTM D6783** Standard specification for polymer concrete pipe
- **B. ASTM D4161** Standard specification for "fiberglass" pipe joints using flexible elastomeric seals
- **C. ASTM F477** Specification for elastomeric seals (gaskets) for joining plastic pipe
- **D. ASTM C579** Standard test method for compressive strength of chemical resistant mortars, grouts, monolithic surfacing and polymer concretes
- **E. ASTM C33** Standard specification for concrete aggregates
- **F. ASTM A276** Standard for stainless and heat-resisting steel bars and shapes

## Part 2: Product

### 2.1 Materials

1. **Resin:** The manufacturer shall use only epoxy-vinyl ester resin systems designed for the service intended. The manufacturer shall submit certification of the same resin/catalyst formulation used in the City of Los Angeles Approved Material List (AML). Pipe shall not contain Portland cement or other corrodible elements.
2. **Filler:** All aggregate, sand and quartz powder shall meet the requirements of ASTM C33, where applicable.
3. **Additives:** Resin additives, such as curing agents, pigments, dyes, fillers and thixotropic agents, when used, shall not be detrimental to the pipe.
4. **Elastomeric Gaskets:** Gaskets shall be EPDM or SBR rubber and suitable for the service intended. All gaskets shall meet the requirement of ASTM F477.
5. **Stainless Steel Sleeve Coupling:** Stainless steel joint sleeves/couplings shall meet the requirements of ASTM A276.

## 2.2 Manufacturing and Product Construction

1. **Pipes:** Pipe shall be manufactured by the vibratory vertical casting process resulting in a dense, non-porous, corrosion-resistant, homogeneous, composite structure.
2. **Joints:** The pipe shall be connected with a stainless steel or fiberglass reinforced sleeve/coupling utilizing an elastomeric sealing gasket as the sole means to maintain joint water-tightness. The joint shall meet the performance requirements of ASTM D4161. The joint shall have an outside diameter equal to or slightly lesser than the outside diameter of the pipe. When pipe is assembled, the joints shall be essentially flush with the outside diameter of the pipe. Joints at tie-ins may use couplings that extend beyond the outside diameter of the pipe.
3. **Fittings:** Elbows, reducers, tees, wyes, laterals and other fittings shall be of the same structural design as adjoining pipe. Fittings shall be manufactured from mitered sections of pipe and joined by epoxy bonding or fiberglass overlay.
4. **Acceptable manufacturer:** Manufacturer of pipe and fittings shall employ manufacturing methods and material formulations used in the manufacture of polymer concrete pipe for a minimum of fifteen years. Manufacturer shall provide a list of references demonstrating that a minimum of 50,000 feet of the proposed product has been installed in the United States over the last five years.

## 2.3 Dimensions

1. **Diameters:** The outside diameter of pipe and joints shall be per the manufacturer's literature.
2. **Lengths:** Pipe shall be supplied in nominal lengths of 8 or 10 feet. Actual lay length shall be nominal  $\pm 1$  inch. Special short lengths may be used where surface geography or installation conditions require shorter lengths.
3. **Wall Thickness:** The minimum wall thickness, measured at the narrowest point along the pipe, shall provide sufficient axial compressive strength to withstand anticipated loads. Minimum factor of safety against ultimate jacking load shall be 2.5:1.
4. **End Squareness:** Pipe ends shall be perpendicular to the pipe axis with a tolerance of 0.125 degrees.

## 2.4 Quality Control

In order to ensure compliance with ASTM D6783, one pipe is selected at random from each manufacturing lot and subjected to the following inspections and tests:

1. Workmanship
2. Dimensions
  - a. Pipe diameter
  - b. Lengths
  - c. Wall thickness
  - d. Straightness of Pipe
  - e. Roundness of Pipe
  - f. Squareness of Pipe Ends

3. Three-Edge Bearing (D-load)
4. Compressive Strength

The chemical resistance of Polycrete is verified by subjecting at least six pipe samples to a load equal to 60% of the initial three-edge bearing strength while exposed to two test solutions [1.0 N (pH 0.5) sulfuric acid and water and sodium hydroxide at a pH of 10.0] for 1,000 hours without failure.

## 2.5 Testing

1. **Pipes:** Pipe shall be manufactured in accordance with ASTM D6783.
2. **Joints:** Joints shall meet the requirements of ASTM D4161.
3. **Three-edge bearing strength:** Pipe shall be designed to meet D-load requirements of external soil and hydrostatic loads. Design strength shall be tested in accordance with the three-edge bearing test method of ASTM D6783.
4. **Compressive strength:** Pipe shall have a minimum unconfined compressive strength of 13,000 psi when measured in accordance with ASTM C579.

## 2.6 Customer Inspection

The Owner or other designated representative shall be entitled to inspect pipes and witness the manufacturing process.

## 2.7 Packaging, Handling and Shipping

Packaging, handling and shipping shall be performed in accordance with the Manufacturer's instructions.

## Part 3 : Execution

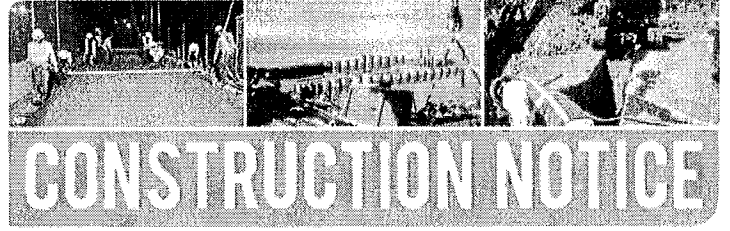
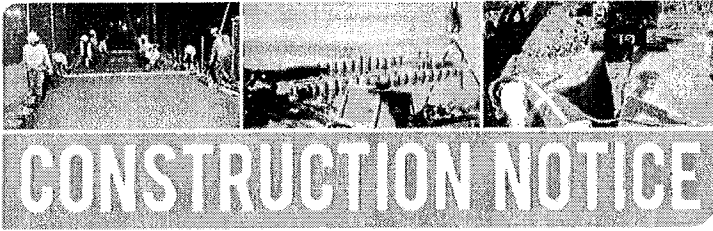
### 3.1 Installation

1. **Installation:** The installation of pipe and fittings shall be in accordance with the project plans and specifications and the manufacturer's recommended practices.
2. **Pipe Handling:** Textile slings, anchor lifting devices and/or a forklift are recommended.
3. **Jointing:**
  - a. Pipe end, gasket and sealing surfaces shall be inspected for damage and cleaned of all debris.
  - b. Apply joint lubricant to the sleeve coupling interior and the elastomeric gasket. Use only lubricants approved by the pipe manufacturer.
  - c. Use suitable equipment and end protection to push the pipes together.
  - d. Do not exceed joining or pushing forces recommended by the manufacturer.
4. **Field Tests:**
  - a. Infiltration / Exfiltration Test: Maximum allowable leakage shall be per local specification requirements.

- b. Low-Pressure Air Test: Each run may be tested with air pressure (5 psi max).  
After allowing the pressure to stabilize, the system passes the test if the pressure drop, due to leakage, is equal to or lesser than that specified.
- c. Individual Joint Testing: Where pipe is large enough for man-entry, individual joints may be pressure tested with a portable tester (5 psi max) with air or water, in lieu of infiltration, exfiltration or complete system testing.

**APPENDIX P**  
**SAMPLE OF PUBLIC NOTICES**





**PROJECT NAME**

**PROJECT NAME**

**The work will consist of:**

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

**How your neighborhood may be impacted:**

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

**Anticipated Construction Schedule**

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in \_\_\_\_ and is anticipated to be complete in \_\_\_\_.

**Hours and Days of Operation**

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

**The work will consist of:**

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

**How your neighborhood may be impacted:**

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

**Anticipated Construction Schedule**

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in \_\_\_\_ and is anticipated to be complete in \_\_\_\_.

**Hours and Days of Operation**

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)

Visit: [sandiego.gov/CIP](http://sandiego.gov/CIP)

For questions related to this work

Call: (619) 533-4207

Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)

Visit: [sandiego.gov/CIP](http://sandiego.gov/CIP)



This information is available in alternative formats upon request



This information is available in alternative formats upon request

**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**

## CERTIFICATIONS AND FORMS

**Instruction to Bidders, Section 1** - The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

## **Bidder's General Information**

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND  
PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

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

## CONTRACTOR CERTIFICATION

---

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

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

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

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors 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 § 22.3004.



**AFFIDAVIT OF DISPOSAL**

**(To be submitted upon completion of Construction pursuant to the  
contracts Certificate of completion**

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

**SEWER AND AC WATER GROUP 827**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-1352-DBB-3-A**; SAP No. (WBS/IO/CC) **B-00436 / B-15066**; 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ 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

**BID ITEMS**

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

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$
2	1	AL	334290	2-11.1.6	Remote Control Camera Inspection – Type II		\$ 19,096.00
3	1	LS	238990	7-9.1.1	Video Recording of Existing Conditions		\$
4	1	LS	237310	7-10.2.6	Traffic Control		\$
5	600	LF	237310	7-10.2.6	K-Rail	\$	\$
6	1	LS	237310	7-10.2.6	Flashing Arrow Boards		\$
7	14	EA	237310	7-10.2.6	Crash Cushion Modules	\$	\$
8	1	AL	237310	7-10.2.6	Portable Changeable Message Signs (PCMS) - Type I		\$ 5,000.00
9	1	LS	237110	9-3.4.1	Mobilization		\$
10	1	AL		9-3.5	Field Orders - Type II		\$ 350,000.00
11	2	EA	561730	308-7	Agronomic Soil Tests	\$	\$
12	1	LS	561730	308-7	Topsoil Hauling and Placing		\$
13	34,000	SF	237310	302-1.13	Full Width Grinding-Cold Milling	\$	\$
14	5	TON	237310	302-3.2	Asphalt Pavement Repair	\$	\$

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
15	12,376	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type I over Type III	\$	\$
16	1,000	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$	\$
17	300	TON	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	\$	\$
18	3,780	SY	237310	302-7.4	Pavement Fabric	\$	\$
19	20	LB	237310	302-14.5	Crack Seal	\$	\$
20	1,500	SF	237310	303-5.9	Remove and Replace Existing Concrete Walkway Mission Bay Park	\$	\$
21	50	LF	238990	304-3.4	Chain Link Fence	\$	\$
22	1	LS	237110	306-1.1.6	Trench Shoring	<del>\$</del>	\$
23	50	CY	237110	306-1.2.1.1	Additional Bedding	\$	\$
24	75	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
25	50	TON	237110	306-1.6	Imported Backfill	\$	\$
26	882	LF	237110	306-1.6	8-Inch Water Main	\$	\$
27	1	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker- 3 Port	\$	\$
28	1,512	LF	237110	306-1.6	8-Inch Sewer Main	\$	\$
29	10	LF	237111	306-1.6	12-Inch Sewer Main	\$	\$
30	4	EA	237110	306-1.8.6	Manholes (4 x 3), PVC Lined w/Locking Device and w/Exterior Waterproofing	\$	\$

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
31	4	EA	237110	306-1.8.6	Manholes (4 x 3), PVC Lined w/Exterior Waterproofing	\$	\$
32	5	EA	237110	306-1.8.6	Manholes (5 x 3), PVC Lined w/Locking Device and w/Exterior Waterproofing	\$	\$
33	1	EA	237110	306-1.8.6	Manholes (6 x 3), PVC Lined w/Exterior Waterproofing	\$	\$
34	2	EA	237110	306-1.8.6	Connection to Existing Manhole and Rechanneling.	\$	\$
35	1	EA	237110	306-1.8.6	Drop Manhole Assembly	\$	\$
36	1	EA	237110	306-1.9.1	6-Inch Sewer Lateral & Cleanout (Street)	\$	\$
37	1	EA	237110	306-1.9.2.5	6-Inch Sewer Lateral with Replumbing, 2727 N Mission Bay Dr	\$	\$
38	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Replumbing, 2727 N Mission Bay Dr.	\$	\$
39	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral & Cleanout, Mission Bay Park-Comfort Station	\$	\$
40	2,008	LF	237110	306-8.4	24-Inch Sewer Main by Microtunneling	\$	\$
41	11	EA	237110	306-5.3	Abandon Existing Manhole Outside of Trench	\$	\$
42	1,915	LF	237110	306-5.3	Abandon and Fill Existing 10-inch Sewer Mains Outside of Trench Limit	\$	\$
43	120	LF	237110	306-5.3	Abandon and Fill Existing 8-inch Sewer Mains Outside of Trench Limit	\$	\$
44	1,679	LF	237110	306-5.3	Abandon and Fill Existing 6-inch Sewer Mains Outside of Trench Limit	\$	\$
45	868	LF	237110	306-5.3	Abandonment of Existing Water Facilities	\$	\$
46	4,448	LF	237110	306-9.7	Video Inspecting Pipelines and Culverts for Acceptance	\$	\$



Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
62	5,000	GAL	238990	703-20	Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water	\$	\$	
63	1	LS	238990	703-20	Community Health Safety Plan	<del>                    </del>	\$	
64	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)	<del>                    </del>	\$	
65	1	AL	238990	705-2.7	Dewatering Permit and Discharge Fees – Type I	<del>                    </del>	\$ 275,000.00	
66	1	AL	238990	705-2.7	Equipment & Set up for Treatment of Contaminated Water Containing Hazardous Substances – Type I	<del>                    </del>	\$ 100,000.00	
67	1	AL	238990	705-2.7	Dewatering – Non-Hazardous Contaminated Water - Type I	<del>                    </del>	\$ 200,000.00	
68	1	AL	238990	705-2.7	Dewatering – Hazardous Contaminated Water –Type I	<del>                    </del>	\$ 200,000.00	
69	22	DAYS	541690	707-1	Suspension of Work - Resources	\$	\$	
70	4,771	LF	541690	707-2	Archeological and Native American Monitoring Program	\$	\$	
71	3,460	LF	541690	707-3	Paleontological Monitoring Program	\$	\$	
72	1	AL	541690	707-4	Archeological and Native American Mitigation and Curation – Type I	<del>                    </del>	\$ 5,000.00	
73	400	CY	541689	707-5	Paleontological Mitigation and Excavation			
74	80	LF	237110	708-6	Handling and Disposal of Non-friable Asbestos Material			
<b>TOTAL BASE BID:</b>							\$	

**LIST OF SUBCONTRACTORS**

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>Ⓞ</sup>	WHERE CERTIFIED <sup>Ⓞ</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

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

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



## **ELECTRONICALLY SUBMITTED FORMS**

### **THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION**

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

- A. BID BOND – See Instructions to Bidders, Bidders  
Guarantee of Good Faith (Bid Security) for further  
instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING  
ACTIONS**
- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION  
OF COMPLIANCE**

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

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ 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

\_\_\_\_\_

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Principal) (SEAL)

\_\_\_\_\_  
(Surety) (SEAL)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**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:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

**CONTRACT INFORMATION**

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**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 offered to 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](http://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 select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- 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.

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

(Rev 02/15/2011)

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That Ortiz Corporation as Principal, and  
International Fidelity Insurance Company as Surety, are  
held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10%  
OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under  
the bidding schedule(s) of the OWNER's Contract Documents entitled

Sewer and AC Water Group 827 / K-16-1352-DBB-3-A

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and  
in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of  
agreement bound with said Contract Documents, furnishes the required certificates of insurance, and  
furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void,  
otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said  
OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit,  
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this January day of 4th, 20 16

Ortiz Corporation (SEAL) International Fidelity Insurance Company (SEAL)  
(Principal) (Surety)

By: Marcos Ortiz (Signature) By: Bart Stewart (Signature) Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

MOLLY CASHMAN, BART STEWART

Encintas, 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, 2016 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2009:

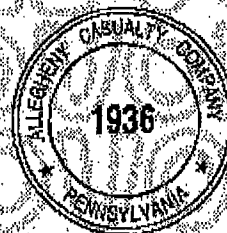
RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any 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 22nd day of July, 2014:



STATE OF NEW JERSEY  
County of Essex

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



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

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



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

### CERTIFICATION

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

4th day of January 2016

MARIA BRANCO, Assistant Secretary

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

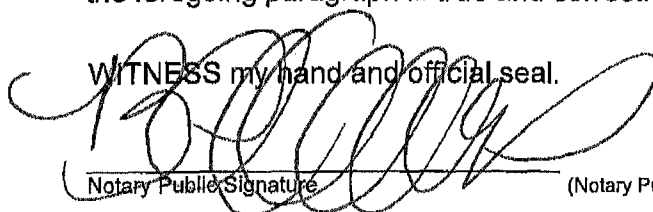
County of San Diego }

On 01/04/2016 before me, Brittany 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) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

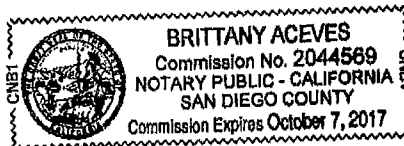
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
 (Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document 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 commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - 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 with a staple.

### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

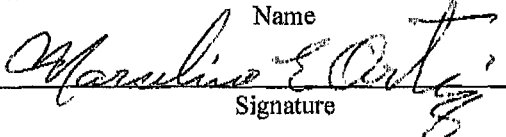
**CHECK ONE BOX ONLY.**

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: ORTIZ CORPORATION

Certified By MARCELINO E. ORTIZ Title PRESIDENT

Name  
  
 Signature

Date 1-4-16

**USE ADDITIONAL FORMS AS NECESSARY**



**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 MCKINELY AVE NATIONAL CITY, CA 91950	Contact Phone: 619-434-7925 Contact Email: LUCY@ORTIZCORPORATION.COM
CONTRACT INFORMATION	
Contract Title: SEWER AND AC WATER GROUP 827	Start Date: MAR 2016
Contract Number (if no number, state location): K-16-1352-DBB-3-A	End Date: DEC 2016
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS	
<p>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:</p> <ul style="list-style-type: none"> <li>■ Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.</li> <li>■ 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.</li> <li>■ Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.</li> <li>■ 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.</li> <li>■ Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.</li> <li>■ Contractor shall submit <i>EBO Certification of Compliance</i>, signed under penalty of perjury, prior to award of contract.</li> </ul> <p>NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at <a href="http://www.sandiego.gov/administration">www.sandiego.gov/administration</a>.</p>	
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION	
Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.	
<input checked="" type="checkbox"/> I affirm <b>compliance</b> with the EBO because my firm ( <i>contractor must select one reason</i> ): <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Provides equal benefits to spouses and domestic partners.</li> <li><input type="checkbox"/> Provides no benefits to spouses or domestic partners.</li> <li><input type="checkbox"/> Has no employees.</li> <li><input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.</li> </ul>	
<input type="checkbox"/> 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	
MARCELINO E. ORTIZ - PRESIDENT Name/Title of Signatory	City: <u>Marcelino E. Ortiz</u> Signature Date: <u>1-4-16</u>
FOR OFFICIAL CITY USE ONLY	
Receipt Date:	EBO Analyst: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

(Rev 02/15/2011)

Bid Results for Project Sewer and AC Water Group 827 (K-16-1352-DBB-3-A)  
 Issued on 12/02/2015  
 Bid Due on January 6, 2016 2:00 PM (Pacific)  
 Exported on 01/07/2016

VendorID	Company Name	Address	Address 2	City	State	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
288594	ORTIZ CORPORATION	2000 McKinley Av		National City		91950	United States	Jose Ortiz	619-434-7925	619-434-7931	Jose@ortizcorporation.com	PQUAL,Local

Responsee	Responsee Title	Responsee Phone	Responsee Email
Eddie Harmes	Project Engineer	619-434-7925	eddie@ortizcorporation.com

Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Ranking
Electronic	January 6, 2016 1:58:35 PM (Pacific)			Submitted	70291	0

Attachments		
File Title	File Name	File Type
EBO	EBO - SIGNED.pdf	General Attachments
CPA	CPA - SIGNED.pdf	General Attachments
Bid Bond	Bid Bond - Signed.pdf	Bid Bond

Line Items							
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$46,000.00	\$46,000.00
2	Main Bid	334290	Remote Control Camera Inspection ? Type II	AL	1	\$19,095.88	\$19,095.88
3	Main Bid	238990	Video Recording of Existing Conditions	LS	1	\$1,500.00	\$1,500.00
4	Main Bid	237310	Traffic Control	LS	1	\$61,398.60	\$61,398.60
5	Main Bid	237310	K-Rail	LF	600	\$13.49	\$8,094.00
6	Main Bid	237310	Flashing Arrow Boards	LS	1	\$3,000.00	\$3,000.00
7	Main Bid	237310	Crash Cushion Modules	EA	14	\$380.00	\$5,320.00
8	Main Bid	237310	Portable Changeable Message Signs (PCMS) - Type I	AL	1	\$5,000.00	\$5,000.00
9	Main Bid	237110	Mobilization	LS	1	\$237,000.00	\$237,000.00
10	Main Bid		Field Orders - Type II	AL	1	\$350,000.00	\$350,000.00
11	Main Bid	561730	Agronomic Soil Tests	EA	2	\$1,000.00	\$2,000.00
12	Main Bid	561730	Topsoil Hauling and Placing	LS	1	\$40,000.00	\$40,000.00
13	Main Bid	237310	Full Width Grinding-Cold Milling	SF	34000	\$1.13	\$38,420.00
14	Main Bid	237310	Asphalt Pavement Repair	TON	5	\$570.00	\$2,850.00
15	Main Bid	237310	Rubber Polymer Modified Slurry Type I over Type III	SF	12376	\$2.00	\$24,752.00
16	Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	1000	\$10.00	\$10,000.00
17	Main Bid	237310	1-1/2 Inch Asphalt Concrete Overlay and Striping	TON	300	\$132.46	\$39,738.00
18	Main Bid	237310	Pavement Fabric	SY	3780	\$4.00	\$15,120.00
19	Main Bid	237310	Crack Seal	LB	20	\$117.44	\$2,348.80
20	Main Bid	237310	Remove and Replace Existing Concrete Walkway Miss	SF	1500	\$14.00	\$21,000.00
21	Main Bid	238990	Chain Link Fence	LF	50	\$140.00	\$7,000.00
22	Main Bid	237110	Trench Shoring	LS	1	\$730,000.00	\$730,000.00
23	Main Bid	237110	Additional Bedding	CY	50	\$50.00	\$2,500.00
24	Main Bid	237310	Temporary Resurfacing	TON	75	\$125.00	\$9,375.00
25	Main Bid	237110	Imported Backfill	TON	50	\$60.00	\$3,000.00
26	Main Bid	237110	8-Inch Water Main	LF	882	\$120.00	\$105,840.00
27	Main Bid	237110	6-Inch Fire Hydrant Assembly & Marker- 3 Port	EA	1	\$8,000.00	\$8,000.00
28	Main Bid	237110	8-Inch Sewer Main	LF	1512	\$173.00	\$261,576.00
29	Main Bid	237111	12-Inch Sewer Main	LF	10	\$200.00	\$2,000.00
30	Main Bid	237110	Manholes (4 x 3), PVC Lined w/Locking Device and w/i	EA	4	\$17,000.00	\$68,000.00
31	Main Bid	237110	Manholes (4 x 3), PVC Lined w/Exterior Waterproofing	EA	4	\$15,000.00	\$60,000.00
32	Main Bid	237110	Manholes (5 x 3), PVC Lined w/Locking Device and w/i	EA	5	\$29,000.00	\$145,000.00
33	Main Bid	237110	Manholes (6 x 3), PVC Lined w/Exterior Waterproofing	EA	1	\$33,000.00	\$33,000.00
34	Main Bid	237110	Connection to Existing Manhole and Rechanneling.	EA	2	\$8,000.00	\$16,000.00
35	Main Bid	237110	Drop Manhole Assembly	EA	1	\$3,500.00	\$3,500.00
36	Main Bid	237110	6-Inch Sewer Lateral & Cleanout (Street)	EA	1	\$6,000.00	\$6,000.00
37	Main Bid	237110	6-Inch Sewer Lateral with Replumbing, 2727 N Missior	EA	1	\$23,000.00	\$23,000.00
38	Main Bid	237110	4-Inch Sewer Lateral with Replumbing, 2727 N Missior	EA	1	\$12,000.00	\$12,000.00

39	Main Bid	237110	4-Inch Sewer Lateral & Cleanout, Mission Bay Park-Cc	EA	1	\$3,000.00	\$3,000.00
40	Main Bid	237110	24-Inch Sewer Main by Microtunneling	LF	2008	\$1,400.00	\$2,811,200.00
41	Main Bid	237110	Abandon Existing Manhole Outside of Trench	EA	11	\$2,000.00	\$22,000.00
42	Main Bid	237110	Abandon and Fill Existing 107Inch Sewer Mains Outside	LF	1915	\$9.00	\$17,235.00
43	Main Bid	237110	Abandon and Fill Existing 87Inch Sewer Mains Outside	LF	120	\$8.00	\$960.00
44	Main Bid	237110	Abandon and Fill Existing 67Inch Sewer Mains Outside	LF	1679	\$7.00	\$11,753.00
45	Main Bid	237110	Abandonment of Existing Water Facilities	LF	868	\$5.00	\$4,340.00
46	Main Bid	237110	Video Inspecting Pipelines and Culverts for Acceptance	LF	4448	\$1.00	\$4,448.00
47	Main Bid	237110	Cleaning and Video Inspecting Pipelines and Culverts	LF	3714	\$2.50	\$9,285.00
48	Main Bid	237110	2-Inch Water Service	EA	1	\$7,500.00	\$7,500.00
49	Main Bid	237110	8-Inch Sewer Trenchless	LF	864	\$710.00	\$613,440.00
50	Main Bid	561730	Miscellaneous Hardscape Remove and Replace with T	CY	100	\$120.00	\$12,000.00
51	Main Bid	561730	Landscape and Irrigation Work	LS	1	\$120,000.00	\$120,000.00
52	Main Bid	237110	Rehabilitate 12-Inch Sewer Main	LF	69	\$145.00	\$10,005.00
53	Main Bid	237110	Rehabilitate Existing Manhole with Cured7In-Place Me	VF	25	\$1,000.00	\$25,000.00
54	Main Bid	237110	Pavement Restoration for City Forces Final Connector	SF	100	\$17.00	\$1,700.00
55	Main Bid	541330	Water Pollution Control Program Development	LS	1	\$2,500.00	\$2,500.00
56	Main Bid	237110	Water Pollution Control Program Implementation	LS	1	\$35,000.00	\$35,000.00
57	Main Bid	238990	Preparation of Hazardous Water Management Plan ar	LS	1	\$2,500.00	\$2,500.00
58	Main Bid	238990	Monitoring of Petroleum Contaminated Soil	HR	100	\$90.00	\$9,000.00
59	Main Bid	238990	Testing, Sampling, Site Storage and Handling of Petrol	TON	250	\$50.00	\$12,500.00
60	Main Bid	238990	Loading, Transportation, and Disposal of Petroleum Co	TON	250	\$110.00	\$27,500.00
61	Main Bid	238990	Testing, Sampling, Site Storage, Handling, Transportat	GAL	5000	\$2.00	\$10,000.00
62	Main Bid	238990	Testing, Sampling, Site Storage, Handling, Transportat	GAL	5000	\$3.00	\$15,000.00
63	Main Bid	238990	Community Health Safety Plan	LS	1	\$4,250.00	\$4,250.00
64	Main Bid	237110	Sewage Bypass and Pumping Plan (Diverslon Plan)	LS	1	\$40,000.00	\$40,000.00
65	Main Bid	238990	Dewatering Permit and Discharge Fees ? Type I	AL	1	\$275,000.00	\$275,000.00
66	Main Bid	238990	Equipment & Set up for Treatment of Contaminated W	AL	1	\$100,000.00	\$100,000.00
67	Main Bid	238990	Dewatering ? Non-Hazardous Contaminated Water	AL	1	\$200,000.00	\$200,000.00
68	Main Bid	238990	Dewatering ? Hazardous Contaminated Water	AL	1	\$200,000.00	\$200,000.00
69	Main Bid	541690	Suspension of Work - Resources	DAYS	22	\$4,000.00	\$88,000.00
70	Main Bid	541690	Archeological and Native American Monitoring Progra	LF	4771	\$15.00	\$71,565.00
71	Main Bid	541690	Paleontological Monitoring Program	LF	3460	\$3.00	\$10,380.00
72	Main Bid	541690	Archeological and Native American Mitigation and Cur	AL	1	\$5,000.00	\$5,000.00
73	Main Bid	541689	Paleontological Mitigation and Excavation	CY	400	\$11.00	\$4,400.00
74	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Mater	LF	80	\$40.00	\$3,200.00
						Subtotal	\$7,218,089.28
						Total	\$7,218,089.28

Subcontractors										
Name	Description	License Num	Amount	Type	Address	City	State	ZipCode	Country	
YBS Concrete, Inc.	Concrete MH	885270	\$82,000.00	PQUAL,SLBE	365 E. J Street	Chula Vista		91910	United States	
Red Tall Monitoring & Research, I	Monitoring	N/A	\$96,150.40	MALE,NAT,SLBE	P.O. Box 507 (mailing)	Santa Ysabel		92070	United States	
Luzalch Striping, Inc. dba LSI Road	Striping	775886	\$2,800.00	PQUAL	P.O. Box 2426	El Cajon		92021	United States	
Terra West, Inc	WPCP	N/A	\$500.00	ELBE,DBE	1061 Tierra del Rey, suite 204	Chu		91910	United States	
In-Line Fence & Railing	Fence	769518	\$6,000.00	SLBE	P.O. Box 2637,Ramona, CA, 92065	Ramona		92065	United States	
Ace Pipelining Inc	CCTV and Rehab	N/A	\$17,757.00	ELBE	2534 E Norte Parkway	Escondido		92046	United States	
JPS Legal Video	Precon video	N/A	\$675.00		455 S. Oakhurst Dr. #6	Beverly Hills		90212	United States	
RAP Engineering, Inc.	Asphalt	880956	\$154,005.00	LAT,MALE,ELBE,P	503 E. Mission Road	San Marcos		92069	United States	
HUDSON SAFE-T-LITE RENTALS	Traffic Control	N/A	\$28,000.00	SLBE	777 GABLE WAY	EL CAJON		92020	United States	
Nada Pacific	microtunneling	N/A	\$1,533,600.00		13206 S. West Ave	Caruthers		93609	United States	
Acculine Survey, Inc.	Survey	N/A	\$10,200.00	ELBE	1919 Grand Avenue Suite 1G, San Diego, CA,	San Diego		92109	United States	
Vailston Company, Inc.	Concrete replacement	862611	\$18,390.67	CAU,ELBE,MALE,P	772 N. Twin Oaks Valley Road Suite D, San M	San Marcos		92069	United States	
G. Scott Asphalt, Inc.	Crack Seal	751836	\$20,992.00		358 Trousdale Drive	Chula Vista		91910	United States	
Zefiro corp	Shoring	905699	\$545,000.00	MALE	3868 carson st #325	torrance		90503	United States	
Ahrens Mechanical	Dewatering	957287	\$668,000.00	PQUAL,SLBE,DVB	5959 Mission Gorge Road, Suite 204	San Diego		92120	United States	
Soclaris Contracting	Hazmat	793838	\$102,000.00	CAU,MALE,ELBE,P	7437 Lowell Ct.	La Mesa		91942	United States	
Bonita Pipeline, Inc.	Pipe Supply	N/A	\$626,000.00	SLBE,HUBZ,SDVS	2209 Highland Ave., National City, CA, 91950	National City		91950	United States	
Key Golf Construction, Inc.	Landscaping	987591	\$38,460.00	CADIR,CAU,ELBE,	2743 Sarver Lane	San Marcos		92069	United States	

Self Performance
0.5389